

IFB No. DACW54-00-B-0021



**US Army Corps
of Engineers®**

Wilmington District

Beach Renourishment

Carolina Beach, North Carolina

Specifications

November 2000

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SECTION 00010

SF 1442

SOLICITATION CONTRACT FORM

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW54-00-B-0021	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 21-Nov-2000	PAGE OF PAGES 1 OF 127
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W81LJ8-0202-6827	6. PROJECT NO.
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7. ISSUED BY USAED, WILMINGTON-(910)251-4116 ATTN: JOHN B. ROBERTS, II 69 DARLINGTON AVE(28403) PO BOX 1890 WILMINGTON, NC 28402-1890	CODE K7P0000	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> <div style="text-align: center; font-weight: bold;">See Item 7</div>
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9. FOR INFORMATION CALL:	A. NAME JOHN B. ROBERTS, II	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 910-251-4116
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

SPECIFICATION FOR BEACH RENOURISHMENT, CAROLINA BEACH, NEW HANOVER COUNTY, NORTH CAROLINA.

[Estimated cost of the work in between \$1,000,000. and \$5,000,000.]

Unrestricted Solicitation

NOTE 1: Sea Turtle Environmental Restriction Window is May 1 to November 15, see Section 01355, Paragraph 3.5.2.

NOTE 2: Return Section 00600, entitled "Representations & Certifications" with bid submittal.

NOTE 3: Verbal or written requests for information must be directed to the person listed in 9. above. Inquiries and requests that are directed to any other person may not be relayed to the proper person and, therefore, may not be answered. See 52.000-4001, in section 00100.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>105</u> calendar days after receiving <input type="checkbox"/> award, <input checked="checked" type="checkbox"/> notice to proceed. This performance period is <input checked="checked" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____ .)	
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12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:
A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 14:00:00 (hour) local time 12/21/00 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
B. An offer guarantee ☒ is, ☐ is not required.
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>					
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>					
					See Item 14					
CODE		FACILITY CODE			17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>					
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE	
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED:										
SEE SCHEDULE										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
26. ADMINISTERED BY		CODE				27. PAYMENT WILL BE MADE BY		CODE		
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE		30C. DATE			31B. UNITED STATES OF AMERICA BY				31C. AWARD DATE	

SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	Job		
	MOBILIZATION AND DEMOBILIZATION				
	FFP				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		575,000.00	Cubic Yard		
	BEACH FILL (Borrow Area Measurement)				
	FFP - This is an estimated quantity.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		27.00	Acre		
	BEACH TILLING				
	FFP - This is an estimated quantity.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1.00	Job		
	PERFORMANCE AND PAYMENT BONDS				
	FFP				

NET AMT

Total of Line Items 0001 through 0004.

\$ _____ . ____

SECTION 00100

BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

SECTION 00100 Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4001 HANDCARRIED BIDS

If bids are handcarried, deliver them to the Contracting Division, Room 306, 69 Darlington Avenue, Wilmington, North Carolina, 28403. All bids must be received in Room 306 not later than the exact time specified for bid opening.

(End)

52.0000-4002 RESPONSIBILITY INFORMATION REQUIRED WITH BID - DREDGING

Accompanying their bid, bidders are required to submit ENG Form 1619R, Plant and Equipment Schedule, as well as information about themselves and major subcontractors, sufficient to establish their responsibility for award of a contract under this solicitation. At a minimum, this responsibility information must identify: the name(s) of the dredge(s) which will perform the work; the dredge(s)' size and performance capability; the dredge(s)' present activity and anticipated date of availability for this work, if working; the owner(s) of the dredge(s); and if the bidder does not own the dredge(s), the owner(s)' written commitment of the dredge(s) to this work.

This responsibility information should be submitted in a sealed envelope which accompanies the bid, and which is labeled with the bidder's name and the solicitation number.

Because of the urgency of the Government's need for the services described in this solicitation, bidders are advised to make the information complete and self-explanatory. This information, and other information available to the Government, will be used to determine the identity of the low responsive, responsible bidder for contract award.

(End)

52.000-4011 OBTAINING INFORMATION REGARDING THIS SOLICITATION
(CESAW-CT Local Instruction)

Read this paragraph in conjunction with FAR 52.214-6, Explanation To Prospective Bidders, which is located in this Section 00100. Verbal requests for information must be directed to the person whose name appears in item 9 of the SF 1442. Collect calls cannot be accepted. Written requests for explanations must be sent to the person identified in item 9 of the SF 1442 and may be sent via facsimile to 910-251-4454. Inquiries and requests that are directed to any other person may not be relayed to the proper person and, therefore, may not be answered.

(End of Clause)

52.0000-4028 INFORMATION TO ALL CONTRACTORS
 Central Contractor Registration (CCR) and
 Electronic Funds Transfer (EFT)
 (CESAW-CT Local Instruction)

***** I M P O R T A N T *****

1. All contractors MUST REGISTER in the Central Contractor Registration (CCR) database BEFORE THEY CAN BE AWARDED A CONTRACT. You may register through the CCR website at <http://www.acq.osd.mil/ec>. A CCR registration form is also available from the DoD Electronic Commerce Information Center at 1-888-227-2423.

2. a. Public Law 104-134 requires the use of Electronic Funds Transfer (EFT) for all Federal payments, starting 2 January 1999. Although EFT data is now being obtained through the CCR, the interface between the CCR and the U. S. Army Corps of Engineers (USACE) payment office in Millington, TN is not currently available. Therefore, the U. S. Army Corps of Engineers Finance Center is now offering EFT payments directly to vendors.

b. For USACE contract awards, you must be enrolled in the EFT program at the USACE FINANCE CENTER, Millington, TN.

c. After a contract award with the Wilmington District, and once EFT is established, payments will be directly deposited into your checking or savings account avoiding mail delays and a six week delay for replacement of lost checks.

d. A Direct Deposit Authorization Form (UFC-DISB-4) and instructions are available from our Resource Management Office for completing and mailing the form. Please make a copy for your records and for your bank.

e. MAIL COMPLETED FORM TO:
USACE FINANCE CENTER
ATTN: EFT/DISBURSING
5720 INTEGRITY DRIVE
MILLINGTON, TN 38054-5005

f. Contact the Wilmington District Resource Management Office, Ms. Marjorie Ahlquist at 910/251-4474 for questions/forms concerning EFT.

g. See contract clause 52.0232-0034 "Payment By Electronic Funds Transfer - Other Than Central Contractor Registration (May 1999)" and contract clause 52.0232-0035 "Designation of Office for Government Receipt of Electronic Funds Transfer Information (May 1999)".

(End)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

52.0204-4001 CONTRACTOR'S SIGNATURE (FAR 4.102(a))
(CESAW-CT Local Note to Offeror)

(a) INDIVIDUALS.

A contract with an individual shall be signed by that individual.

A contract with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as...".

(b) PARTNERSHIPS.

A contract with a partnership shall be signed in the partnership name. Before signing for the Government, the contracting officer shall obtain a list of all partners and ensure that the individual(s) signing for the partnership have authority to bind the partnership.

(c) CORPORATIONS.

A contract with a corporation shall be signed in the corporate name, followed by the word "by" and the signature and title of the person authorized to sign. The contracting officer shall ensure that the person signing for the corporation has authority to bind the corporation.

(d) JOINT VENTURERS.

A contract with joint venturers may involve any combination of individuals, partnerships, or corporations. The contract shall be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. When a corporation is participating, the contracting officer shall obtain from the corporation a certificate stating that the corporation is authorized to participate in the joint venture.

(e) AGENTS.

When an agent is to sign the contract, other than as stated in paragraphs (a) through (d) above, the agent's authorization to bind the principal must be established by evidence satisfactory to the contracting officer.

(End)

52.0209-4002 PRE-AWARD INFORMATION
(CESAW-CT LOCAL INSTRUCTION)

Contracts shall be awarded to responsible prospective contractors only. Before award, to be determined responsible, a prospective contractor must

- a. Have adequate financial resources to perform the contract, or the ability to obtain them;
- b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government business commitments;
- c. Have a satisfactory performance record;
- d. Have a satisfactory record of integrity and business ethics;
- e. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- f. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Each bidder shall, upon request of the Contracting Officer, furnish information on any or all of the above areas so that the Contracting Officer can make an affirmative determination of responsibility or nonresponsibility.

(End of Instruction)

52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

52.0214-5000 APPARENT CLERICAL MISTAKES (CESAW-CT Local Instruction)

"Arithmetic Discrepancies

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids."

(c) These correction procedures shall not be used to resolve

any ambiguity concerning which bid is low.

(End of Statement)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price construction contract resulting from this solicitation.

(End of Provision)

52.219-4002 SUBCONTRACTING PLAN GOALS

The offeror's attention is directed to the SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN clause of this solicitation. The clause and this paragraph do not apply to small business concerns.

(a) Where applicable, the offeror shall submit a subcontracting plan to the Contracting Officer for review and approval prior to contract award. The subcontracting plan may be submitted with the bid/offer or after the date set for receipt of offers. If the plan is not submitted with the bid/offer, the Contracting Officer will request the plan and specify the due date. The plan must contain all required elements set forth in the above referenced contract clause; must address basic contract requirements and options separately; and must demonstrate how he contractor will accomplish the contracting requirements consistent with the obligations described in the clause. The plan will be evaluated in accordance with AFARS Appendix CC, Subcontracting Plan Evaluation Guide. (The guide is available on the worldwide web at <http://acqnet.sarda.army.mil/library/afar/afartoc.htm>.) Acceptability of the plan will be one of the elements considered by the Contracting Officer when determining contractor responsibility prior to award of a contract.

(b) The following subcontracting goals have been assigned to the Wilmington District and are the minimum acceptable goals for subcontracting plans incorporated into the district's contracts:

(1) Small Business Concerns	61.4%
(2) Small Disadvantaged Business Concerns	9.1%
(3) Women Owned Small Business Concerns	5%
(4) Reporting by Large Business	100.0%

(Stated percentages are based on the total amount of planned subcontracting; not the price of the contract. These goals do not apply to contracts for commercial items. See FAR Part 12. For definitions of small business concern, small disadvantaged business concern, and women owned small business concern, see the Small Business Program Representations (FAR 52.219.1) provision in this section of the solicitation.

(c) After award of the contract and prior to commencement of work, the Deputy of Small Business will instruct the Contractor in the preparation and timely submission of required subcontracting reports (SF-294 and SF-295). Where practicable, the above briefing will take place during the pre-work conference.

(d) Additional information concerning subcontracting plan requirements

may be obtained from Ms. Sherry Bassili-Phillips, Deputy for Small Business,
Phone: 910/251-4419.

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.0228-4005 PAYMENT AND PERFORMANCE BONDS
(FAR 28.103) (CESAW-CT Local Instruction)

Any required bonds shall be furnished to the Government by the Contractor as stated in the time periods below. The Contractor must return executed performance and payment bonds (Standard Forms 25 and 1416, Rev. 1-90, respectively) each with good and sufficient surety or sureties acceptable to the Government. The penal sum of such bonds will be as follows:

(a) Bid guarantee. If a bid guarantee is required, each bidder shall submit with its bid a Bid Bond (Standard Form 24) with good and sufficient surety, or sureties, or other security acceptable to the Government, as provided in the clauses entitled BID GUARANTEE and PLEDGES OF ASSETS, in the amount of 20 percent of the bid price or \$3,000,000, whichever is lesser. The bid bond penalty may be expressed in terms of a price or may be expressed in dollars and cents.

(b) Performance Bond. The penal amount of performance bond shall be one hundred percent (100%) of the original contract price, if the contract price is over \$25,000.

(c) Payment Bond. The penal amount of payment bond shall be one hundred percent (100%) of the original contract price, if the contract price is over \$25,000.

THE CONTRACTOR SHALL PROVIDE THE PERFORMANCE AND PAYMENTS BONDS WITHIN TEN [10] DAYS AFTER NOTICE OF AWARD.

(End)

52.229-4001 NOTICE REGARDING NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX CLAUSE
(CESAW-CT Local Note to Offeror)

(a) Reference Contract Clause entitled "NORTH CAROLINA STATE AND LOCAL SALES AND TAX (APR 1984), next to last sentence, paragraph (c). Sales and use Tax Regulation 42, State of North Carolina Department of Revenue requires that the Contractor show State sales and use tax separately from local sales and use tax paid for purchases of the applicable materials.

(b) In order to comply with referenced regulations, Contractors will be required to separate the State and local taxes showing the County where paid and amount as well as other information specified in paragraph (e).

(End)

52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name:

USACE FINANCE CENTER

Mailing Address:

ATTN: EFT/DISBURSING
5722 INTEGRITY DRIVE
MILLINGTON, TN 38054-5005

Telephone Number:

901-874-8543

Person to Contact:

MR. MICHAEL RYE

Electronic Address:

Michael T FC Rye/USACE FC Millington TN/ORGANIZATION@Exchange

(End of clause)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from USAED-Wilmington, [Attn: Contracting Division] P.O Box 1890, Wilmington, NC 28402-1890.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: John B. Roberts II
Address: 69 Darlington Avenue
Wilmington, NC 28403
Telephone: [910] 251 – 4116

52.236-4001 HARBOR MAINTENANCE FEE (Dec 87) (EAL 88-1)
(CESAW-CT Local Note to Offeror)

Offerors or bidders contemplating use of U. S. ports in the performance of contract work are subject to paying a harbor maintenance fee as authorized under Section 1402 of the Water Resource Development Act of 1986 (Public Law 99-662). The fee imposed by the act is equal to a percentage (as set forth by the Act and amendments thereto) of the value of the commercial cargo involved. Firms performing work under U. S. Government contracts are not exempt from the act. Offerors and bidders are responsible for ensuring the applicable fee and associated cost are taken in the preparation of their offer or bid.

Information pertaining to the act and list of U. S. ports which subjects the cargo to the harbor maintenance fee may be obtained from local U. S. Customs Service Offices or by writing to the Director, User Fee Task Force, Division of Inspection and Control, Room 4132, U. S. Customs Service 1301 Constitution Avenue, N.W., Washington, DC 20229.

52.0236-4002 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE
(CESAW-CT Local Note to Offeror)

Whenever a contract or modification of contract price is negotiated, the Contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of Special Clause entitled "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (2985 JAN OCE)." A copy of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule", is available for review in Room 400D, 69 Darlington Avenue, Wilmington District, Corps of Engineers, Wilmington, NC. The manual can be ordered from the Government Printing Office by calling telephone number 202-783-3238 and paying \$9.50.

(End)

52.0236-4013 SAFETY PUBLICATIONS
(CESAW-CT Local Note to Offeror)

The U. S. Army of the Corps of Engineers Safety Manual, EM 385-1-1, dated 3 September 1996, is applicable to work to be performed under this contract. The manual may be obtained without charge by applicants considered to be properly interested upon separate request to the Contracting Division issuing this solicitation.

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 199)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

SECTION 00600

REPRESENTATIONS & CERTIFICATIONS

SECTION 00600 Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4036 PLANT AND EQUIPMENT SCHEDULE

PLANT AND EQUIPMENT SCHEDULEAvailable Plant to be Used

No.	Type	Capacity	Manufacturer	Age and Condition	Location

NOTES: THE BIDDER SHALL INSERT THE FOLLOWING INFORMATION UNDER THE APPROPRIATE HEADING, USING A SEPARATE LINE FOR EACH MAJOR ITEM AND AN ADDITIONAL PAGE IF NECESSARY.

a. Number. For dredges give identifying number and name.

b. Type. Under this heading give description as follows: For bucket and dipper dredges show bucket capacity in cubic yards, horsepower of hoist engine, type of power, and number of swings per hour; for pipeline dredges show inside diameter of discharge pipe, horsepower of pump engine, and type of power.

c. Capacity. Under this heading, state the estimated capacity of the plant in cubic yards per month when working materials similar to those which it is anticipated will be encountered in the performance of the work.

d. The listing of plant herein is not to be construed as an agreement on the part of the Government that it is adequate for performance of the work.

The following statement will be executed by all bidders: The plant 1/(will, will not) have the facilities for furnishing the meals required by paragraph entitled "Accommodations and Meals for Inspectors" of the Special Clauses of the specifications.

1/Delete inapplicable provision.

ENG FORM 1619R

1 May 1959

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence

Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is, () is not a women-owned business concern.

(End of provision)

52.0204-4002 CERTIFICATE OF AUTHORITY TO BIND CORPORATION
(CESAW-CT Local Instruction Clause)

Offeror, if a corporation, shall cause the following certificate to be executed under its corporate seal. The same officer shall not sign both the offer and this certificate.

CERTIFICATE

I, _____
(Name)
_____ of the corporation named as Offeror
(Title)
herein, certify that _____, who
(Name of person who signed offer)
signed this offer on behalf of the corporation (Offeror), was then
_____ of said corporation, and that
said offeror was duly signed for an on behalf of said corporation by
authority of its governing body, and is within the scope of its corporate
powers.

(Signature)

(CORPORATE
SEAL)

(Typed Name)

52.0204-4003 CERTIFICATE OF AUTHORITY TO BIND PARTNERSHIP
(CESAW-CT Local Instruction)

The offeror, if a partnership, shall cause the following certificate to be executed. All partners must sign this certification.

CERTIFICATE

We, the undersigned, comprising the total membership of _____
_____, as partnership doing business at _____
_____, do hereby certify that _____ is
_____ of said partnership and is empowered to
represent, bind, and execute contracts on behalf of said partnership.
Witness our signatures, this _____ day of _____ 19____.

Partner's Typed Name

Partner's Signature

Partner's Typed Name

Partner's Signature

WITNESSES:

(Address)

(Address)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification,

in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone unites (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity

Description of Interest, Controlled by a Foreign
Ownership Percentage, and

Government Identification of Foreign Government

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 23499 [Old SIC Code 1629].

(2) The small business size standard is \$17,000,000.00

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

SECTION 00700

CONTRACT CLAUSES

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (OCT 1995) --ALTERNATE I (APR 1984)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Commercial component" means any component that is a commercial item.

(c) "Component" means any item supplied to the Federal Government as part of an end item or of another component.

(d) "Nondevelopmental item" means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor

under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award,

notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal

action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a

fee by submitting a request to--GSA Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the modification; or

(4) Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under

FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under

paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000) ALTERNATE I (OCT 2000)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) HUBZone small business concerns;
 - (iv) Small disadvantaged business concerns; and
 - (v) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will--
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the

offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the

clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve,

modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and

certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be

paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by

appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national

origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
20.7	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is New Hanover County, North Carolina.

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized

records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the

plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to

the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g.,

mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a)) Definitions. As used in this clause--

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The

Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.225-5 TRADE AGREEMENTS (FEB 2000)

(a) Definitions. As used in this clause.

Caribbean Basin country means any of the following countries: Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, Panama, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago.

Caribbean Basin country end product means an article that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. The term excludes products that are excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b), which presently are--

(i) Textiles and apparel articles that are subject to textile agreements;

(ii) Footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974;

(iii) Tuna, prepared or preserved in any manner in airtight containers;

(iv) Petroleum, or any product derived from petroleum; and

(v) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply.

Designated country means any of the following countries: Aruba, Austria, Bangladesh Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea.

Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country end product means an article that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

End product means supplies delivered under a line item of a Government contract.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country end product means an article that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

U.S.-made end product means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.,

(b) Implementation. This clause implements the Trade, Agreements Act (19 U.S.C. 2501, et seq.) and the North American Free Trade Agreement Implementation Act of 1993, (NAFTA) (19 U.S.C. 3301 note), by restricting the acquisition of end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.,

(c) Delivery of end products. The Contracting Officer has determined that the Trade Agreements Act and NAFTA apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled ``Trade Agreements Certificate."'

(End of clause)

52.225-9 BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM— CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: None.

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: None.

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....			
Domestic construction material...			
Item 2:			
Foreign construction material....			
Domestic construction material...			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or

claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be twenty [20] percent of the bid price or \$3 million, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

52.228-11 PLEDGES OF ASSETS (FEB 1992)

- (a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--
 - (1) Pledge of assets; and
 - (2) Standard Form 28, Affidavit of Individual Surety.
- (b) Pledges of assets from each person acting as an individual surety shall be in the form of--
 - (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;
 - (2) A recorded lien on real estate. The offeror will be required to provide--
 - (i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);
 - (ii) Evidence of the amount due under any encumbrance shown in the evidence of title;
 - (iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ _____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$ _____.
This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-2 NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (APR 1984)

(a) "Materials," as used in this clause, means building materials, supplies, fixtures, and equipment that become a part of or are annexed to any building or structure erected, altered, or repaired under this contract.

(b) If this is a fixed-price contract, the contract price includes North Carolina State and local sales and use taxes to be paid on materials, notwithstanding any other provision of this contract. If this is a cost-reimbursement contract, any North Carolina State and local sales and use taxes paid by the Contractor on materials shall constitute an allowable cost under this contract.

(c) At the time specified in paragraph (d) below, the Contractor shall furnish the Contracting Officer certified statements setting forth the cost of the materials purchased from each vendor and the amount of North Carolina State and local sales and use taxes paid. In the event the Contractor makes several purchases from the same vendor, the certified statement shall indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina State and local sales and use taxes paid. The statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina State and local sales or use tax paid on this property by the Contractor. Any local sales or use taxes included in the Contractor's statements must be shown separately from the State sales or use taxes. The Contractor shall furnish any additional information the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim for sales or use taxes. The Contractor shall also obtain and furnish to the Contracting Officer similar certified statements by its subcontractors.

(d) If this contract is completed before the next October 1, the certified statements to be furnished pursuant to paragraph (c) above shall be submitted within 60 days after completion. If this contract is not completed before the next October 1, the certified statements shall be submitted on or before November 30 of each year and shall cover taxes paid during the 12-month period that ended the preceding September 30.

(e) The certified statements to be furnished pursuant to paragraph (c) above shall be in the following form: I hereby certify that during the period . . . to . . . [insert dates], . . . [insert name of Contractor or subcontractor] paid North Carolina State and local sales and use taxes aggregating \$. . . (State) and \$. . . (local), with respect to building materials, supplies, fixtures, and equipment that have become a part of or annexed to a building or structure erected, altered, or repaired by . . . [insert name of Contractor or subcontractor] for the United States of America, and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina State and local sales and use taxes paid on the property (shown separately), and the cost of property withdrawn from warehouse stock and North Carolina State and local sales or use taxes paid on this property are as set forth in the attachments.

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the

date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for

subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports. (1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of first request for payment. (the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"). If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.233-1 DISPUTES. (DEC 1998) -- ALTERNATE I (DEC 1991)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifty [50] percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the

character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until

satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated",

"prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

52.242-13 BANKRUPTCY. (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all

Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall

be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definitions.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

- (i) Accept the VECP;
 - (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
 - (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.
- (g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.
- (h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.
- (i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be

requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

- (i) acts of God or of the public enemy,
- (ii) acts of the Government in either its sovereign or contractual capacity,
- (iii) acts of another Contractor in the performance of a contract with the Government,
- (iv) fires,
- (v) floods,
- (vi) epidemics,
- (vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hil.af.mil>
<http://www.dtic.mil/dfars>

(End)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

- (a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

- (a) *Definitions.* As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 1998)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract

resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

- (2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;
- (3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;
- (4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:
 - (i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.
 - (ii) In addition, the Contractor may establish a program for employee drug testing--
 - (A) When there is a reasonable suspicion that an employee uses illegal drugs; or
 - (B) When an employees has been involved in an accident or unsafe practice;
 - (C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;
 - (D) As part of a voluntary employee drug testing program.
 - (iii) The Contractor may establish a program to test applicants for employment for illegal drug use.
 - (iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.
 - (d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.
 - (e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).
- (2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS. (DEC 1991)

(a) The Contractor shall --

(1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may --

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq.).

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to---

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

SECTION 00800 Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten [10] calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than one hundred five [105] calendar days after the date the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$558.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

- (ii) A listing of the amount included for work performed by each subcontractor under the contract.
 - (iii) A listing of the total amount of each subcontract under the contract.
 - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
 - (v) Additional supporting data in a form and detail required by the Contracting Officer.
- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--
- (i) Consideration is specifically authorized by this contract; and
 - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

- (1) Notify the Contracting Officer of such performance deficiency; and
- (2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in

paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by soil borings and hydrographic and topographic surveys.

(b) Oceanographic and Weather Conditions. Temperature and rainfall data for the area can be obtained from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) Environmental Data Service, Asheville, North Carolina. In common with most Atlantic coastal localities, the area is subject to the effects of northeaster's and hurricanes which produce high winds, waves, above normal tides and heavy rains. Hurricane season is the period from June 1st to November 30th. The hurricane season historically peaks between August and October. The Contractor shall maintain full-time monitoring of the NOAA marine weather broadcasts, and avail himself of such other local commercial weather forecasting services as may be available. It shall be the Contractor's responsibility to obtain information concerning rain, wind, and wave conditions that could influence his dredging and disposal operations. Reference is made to the following publications, which contain climatological and meteorological observations and data. The publications cited below are available for review in the office at the U.S. Army Corps of Engineers, Wilmington District Office, Wilmington, North Carolina.

(1) Local Climatological Data-Monthly Summary, published by NOAA, Asheville, North Carolina. Subscription price and ordering information available from the National Climatic Data Center publication gives hourly wind speed and direction observations for "New Hanover County International Airport, North Carolina". The Annual Summary gives a summary of the observations for the period of record.

(2) United States Coast Pilot Atlantic Coast - Cape Henry to Key West, published by NOAA. For sale by the National Ocean Service and its agents.

(3) Atlantic Coast Hindcasts, Phase II Wave Information - WIS Report 6. Published by the U.S. Army Waterways Experiment Station, PO Box 631, Vicksburg, MS 39180-0631. This publication contains the results from the Waterways Experiment Station's Wave Information Study (WIS). This report presents a variety of wave information, including wave height, period and direction over a 20 year hindcast period (1956-1975). Wave duration, wave directional roses, and extremal wave information are also presented. Data is computed at intermediate (less than 100 meters) water depths.

(4) Atlantic Coast Hindcast, Shallow-Water Significant Wave Information - WIS Report 9. Published by U.S. Army Waterways Experiment Station, PO Box 631, Vicksburg, MS 39180-0631. Wave data have been computed at nearshore locations along the east coast of the United States. Data includes significant wave height, period, and direction over the 20 year period 1956-1975.

(c) Transportation facilities. The project area is accessible by public and private roads. Carolina Beach, North Carolina is served by first-class and secondary roads. The site of the work is near and accessible to the Atlantic Intracoastal Waterway.

(d) Location. The project is located within New Hanover County, North Carolina.

(e) Local conditions. The mean tidal range at Carolina Beach is about 5 feet. There are no bridges, pipes, cables, or tunnels crossing the area to be dredged.

- (f) Obstruction of channel. The Government will not undertake to keep the AIWW channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917.
- (g) Submerged pipeline. In the event the Contractor elects to submerge his pipeline, the location of the submerged pipeline shall be marked with signs, buoys, and/or flags in accordance with USCG Regulations and to the complete satisfaction of the Contracting Officer.
- (h) Subsurface investigations. The area to be dredged is an inlet channel of the AIWW. Borings have been taken in the borrow area and the laboratory logs are included in Appendix A. Available grain size analyses are included in Appendix B.
- (i) Beach surveys. Beach surveys were accomplished in October 2000. A revised beach fill schedule may be necessary and may be provided by the Government prior to construction. Quantity summary for the fill sections based on the above surveys are shown on Figure 1, SECTION 02220. Conditions shown by the surveys and the calculated required quantities are subject to change due to natural forces of winds and waves acting on the beach. The control baseline shown on drawings was used for the October 2000 beach surveys.

(End)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

- (a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

52.236-16 QUANTITY SURVEYS (APR 1984)

- (a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.
- (b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.
- (c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION. (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) Sixty [60] percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining forty [40] percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

(End)

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01090

SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

1.2 ORDERING INFORMATION

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SECTION 01090

SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the sponsoring organization, e.g.

ASTM B 564 Nickel Alloy Forgings. However, when the sponsoring organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the organizations whose publications are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the sponsoring organization should be ordered from the source by title rather than by number.

CODE OF FEDERAL REGULATIONS (CFR)

Order from:

Government Printing Office

Washington, DC 20402

Ph: 202-512-1800

Fax: 202-275-7703

Internet: <http://www.pls.com:8001/his/cfr.html>

AOK6/99

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SECTION 01100

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SECTION 01100

SUPPLEMENTARY SPECIAL CONTRACT REQUIREMENTS

PART 1 GENERAL

1.1 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

(a) This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "DEFAULT: (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe as might be caused by hurricane type events, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) Actual time extensions will be calculated per occurrence of unusually severe weather by the Contracting Officer.

1.2 U.S. COAST GUARD REQUIREMENTS - DREDGING OPERATIONS

(a) The Contractor shall provide lights and dayshapes on all vessels, plant, and pipeline dredges in accordance with 33 CFR 80.13, 88.15. The following specific maritime regulations shall be adhered to during the execution of this contract:

(1) Lights on dredge pipelines (33 CFR 88.15)

(2) Lights on barges at a bank or dock (33 CFR 88.13)

(3) Lights and Shapes (33 CFR 84.11-13)

(4) Mooring Buoys (33 CFR 62.35)

(5) Special Marks (33 CFR 62.31)

(6) Uninspected Towing Vessel's (UTV) Licensing Requirements (46 CFR 15.910 and 15.815)

(7) UTV Drug Testing Requirement (46 CFR 4.06 and 4.03.02)

(8) UTV Drug Marine Radar Requirement (33 CFR 164.01 (b) and 164.72)

(9) UTV Certificate of Documentation (33 CFR 173.21)

(10) UTV Marine Casualty Reporting Criteria (46 CFR 4.05-1)

(11) Dredge or UTV Advance Notice of Transfers (33 CFR 156.118)

(b) Prior to commencement of work, the Contractor shall participate in

the U.S. Coast Guard's Uninspected Towing Vessels (UTV) Voluntary Commercial Dockside Examination program. The examination shall be coordinated with the Contracting Officer's Representative to allow Corps of Engineers participation. All deficiencies noted shall be corrected within seven (7) days of the examination.

1.3 SEAGOING BARGE ACT (1979 OCE)

The Seagoing Barge Act (46 U.S.C. et sq.) applies to this project. In the event the low bidder contemplates using plant that requires U.S. Coast Guard certification to comply with the Act, the low bidder shall within ten (10) calendar days after bid opening submit a copy of said certificate to the Contracting Officer. Failure to produce the certificate within the required time shall subject the bidder to a determination of nonresponsibility.

1.4 PERFORMANCE AND PAYMENT BONDS

Each bidder shall include his premiums for performance and payment bonds under item, "Performance and Payment Bonds" of the Bidding Schedule. Payment to the Contractor therefore, shall not exceed the bid price and shall be made in accordance with the Contract Clause entitled "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS." Any additional amount bid in excess of the actual bond premium will be included in the final pay estimate for this contract.

1.5 RETAINAGE FOR UNTIMELY SUBMISSION OF SUBCONTRACTING REPORTS

(a) In accordance with Contract Clause 52.219-9I, Small Business and Small Disadvantage Business Subcontracting Plan, and 52.219-16, Liquidated Damages - Small Business Subcontracting Plan, retainage will be withheld from progress payments in an amount sufficient to protect the Government's ability to assess liquidated damages in accordance with Clause 52.219-16 for the contractor's failure to timely submit Standard Form 294, Subcontracting Report for Individual Contracts, and Standard Form 295, Summary Subcontract Report, reports.

(b) The retainage will be determined in accordance with the following formula:

Total dollar amount for subcontracting to small business multiplied by percentage of actual progress on the contract shall be withheld from the next progress payment due after the contractor fails to submit a required report. If one or more reports have been submitted before such failure, formula for determining the amount of retainage will be adjusted by deducting any amounts reported as subcontracted to small business from the total dollar amount proposed to be subcontracted and the difference multiplied by the percentage of actual progress.

(c) Subcontracting plans are not required--

(1) From small business concerns;

(2) For personal services contracts;

(3) For contracts or contract modifications that will be performed entirely outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico; or

(4) For modifications to contracts that do not contain the clause 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business concerns (or equivalent prior DAR, FPR, or NASA clauses); e.g., contracts awarded before Pub. L. 95-507 and which are within the scope of the contract.

1.6 SHOP DRAWINGS AND MATERIALS SUBMITTAL

(a) Five (5) days prior to the preconstruction conference (see paragraph REQUIRED CONSTRUCTION MEETINGS), the Contractor shall complete and submit to the Contracting Officer, in duplicate, Submittal Register, listing all submittals and dates. In addition to those items listed on the Submittal Register, the contractor will furnish submittals for any deviation from the plans or specifications. The scheduled need dates must be recorded on the document for each item for control purposes. In preparing the document, adequate time (minimum of 15 days) will be allowed for review and approval and possible resubmittal. Scheduling shall be coordinated with the approved progress schedule. The Contractor's Quality Control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system. Copies of updated or corrected listings shall be submitted to the Contracting Officer at least every 60 days in the quantity specified. Payment will not be made for any material or equipment which does not comply with contract requirements.

(b) Contractor submittals required by the Technical Provisions are indicated in those provisions and are listed on the Submittal Register furnished in Section 01330, Submittal Procedures. The list does not relieve the Contractor from furnishing submittals required elsewhere in the specifications, those inadvertently omitted from the listing; or from furnishing other submittals that the Government may deem necessary as the work progresses.

(c) Normal review levels for required approvals are indicated by letter designations as follows:

Contractor Quality Control Manager --- (CQC)
Area or Resident Engineer ----- (R)
Engineering Division ----- (E)

The Government reserves the right to vary the review levels for (R) and (E) to its convenience.

(d) The Contractor shall use ENG Form 4025, furnished in Section 01330, to transmit Shop Drawings, Equipment Data, Material Samples or Manufacturer's Certificate of Compliance to the Government.

1.7 SAMPLING, CERTIFICATES, AND TESTING

(a) General. Within 30 days after acknowledgment of Notice to Proceed, the Contractor shall submit to the Contracting Officer five (5) copies of a list of the items for which he proposes to furnish manufacturer's certificates and/or samples for inspection and testing. The list shall include, but is not limited to the following information:

- (1) Name of item
- (2) Specification paragraph covering this item

- (3) Date sample will be furnished
- (4) Delivery date of product
- (5) Items for which a certificate will be furnished

(b) Submittals. Any product or item mentioned in these specifications and required to meet Federal, ASTM, AASHTO, U. S. Army or Navy, AREA, AWWA, NEC, and UL Specifications or Codes, specified herein with certain limiting or qualifying requirements, or any product or item which is required to be similar and equal to a specified product or item may require the submission, before delivery of the product or item to the job site, of one or more of the following:

(1) Certificate by the manufacturer that the item meets the contract requirements.

(2) Samples for inspection, comparison, and testing, including destructive tests.

(c) Sample delivery. Unless otherwise specified or authorized, all samples shall be delivered (without cost to the Government) to:

U.S. Army Engineer District, Wilmington
Corps of Engineers
ATTN: Construction Branch
69 Darlington Avenue (28403)
Post Office Box 1890 (28402-1890)
Wilmington, North Carolina

(d) Testing. All tests required in the Technical Provisions shall be made by and at the expense of the Contractor except those material tests specifically excluded which will be made by and at the expense of the Government. All instruments and personnel required for the required tests shall be furnished by the Contractor. The Government reserves the right to interrupt the work to make tests on all facets of concreting and other operations. These tests will be made as necessary to insure conformance to applicable specifications and drawings and will be made by and at the expense of the Government except Contractor sampling support as required by the Technical Provisions. In those instances where testing is specified to be made at the Government's expense, the cost of the initial testing will be at the Government's expense; however, any retesting due to failure of the materials to meet the requirements in the initial test shall be performed at the Contractor's expense. The retests shall be made at laboratories approved by the Contracting Officer. The costs of retests made at Government laboratories will be deducted from the total amount due the Contractor, at actual cost to the Government, unless otherwise specified.

1.8 CERTIFICATES OF COMPLIANCE (1969 MAY OCE)

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in 3 copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the

name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

1.9 SAFETY REQUIREMENTS

The Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1, September 1996), is applicable to work to be performed. The following listed requirements are to alert the Contractor to special safety requirements which may be contained in and supplement the Manual and the Contract Clause entitled "ACCIDENT PREVENTION," which shall be considered minimum requirements in the administration of this contract.

(a) Safety meeting. Weekly toolbox safety meetings shall be held with all employees and a record of each meeting shall be documented on SAW Form 297 - REPORT OF SAFETY MEETING, Attachment 2, and submitted to the Contracting Officer. The Contractor shall require all supervisory employees, including those of subcontractors performing work at the project site, attend a safety meeting each month. The monthly meeting will be held during the employees regular work period if possible and will be in addition to the weekly safety meetings conducted by the Contractor. The Contractor shall invite Corps team members to attend the meetings.

(b) Accident prevention preplanning. Plans will include all pertinent information such as layout of haul roads, access roads, storage areas, electrical distribution lines; methods of providing minimum exposure to overhead loads; pile driving and methods of access to work areas. The plan for accomplishing the initial work phase will be submitted five (5) days prior to the preconstruction conference in accordance with paragraph, REQUIRED CONSTRUCTION MEETINGS. Plans for subsequent major phases of work will be submitted not later than two weeks prior to initiation of work on each major phase. In addition to the requirements of the Contract Clause entitled "ACCIDENT PREVENTION" for an overall accident prevention program, the Contractor shall:

- (1) Submit a detailed plan for performing each major phase of work.
- (2) Require subcontractors to submit their plan of operations showing methods they propose to use in accomplishing major phases of work.
- (3) Be prepared to discuss the plans in conferences convened by the Contracting Officer's Representative prior to starting work on each major phase of operation.
- (4) The accident prevention plan shall be prepared in accordance with Table 1-1 of the Corps of Engineers' "Safety and Health Requirements Manual" (EM 385-1-1, September 1996).
- (5) The Contractor shall fully integrate a five-step risk management process into the accident prevention plan. Any actual or potential condition that can cause injury, illness, or death to personnel, damage to or loss of equipment, property or the environment shall be identified, assessed and appropriate actions shall be taken to control the hazards. The process shall follow the requirements set forth in Appendix DD of District Regulation 385-1-1 (See Attachment 6).

(c) Safety and security of explosive materials. The use of explosives

is not permitted on this project. The possession, storage or transportation of explosive materials or devices by the Contractor within the project limits or on Government property is not authorized.

(d) In those cases where it is determined that contract safety requirements are not being met, the Contracting Officer has many options to assure compliance for a safe operation. For imminent danger situations in which the life of a worker is immediately threatened, work in the area affected by the violation will be stopped immediately until the condition is corrected. For non-correction of serious hazards (not immediately life threatening) the Contracting Officer may retain progress payments, or portions thereof, per the PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS clause, or may require the Contractor to remove any employee per the MATERIAL AND WORKMANSHIP clause. Chronic recurrence of serious safety violations may result in termination of the contract in accordance with the DEFAULT (FIXED-PRICE CONSTRUCTION) clause.

1.10 ACCIDENT REPORTING AND RECORD KEEPING

a. All accidents which occur incident to an operation, project or facility for which the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1) applies will be investigated, reported, and analyzed.

(1) Employees are responsible for reporting all injuries or occupationally related illnesses as soon as possible to their employer or immediate supervisor. Same day reporting is expected.

(2) Employees and immediate supervisors (including subcontractors) are responsible for reporting all injuries to the designated authority within 24 hours.

(3) No supervisor shall decline to accept a report of injury from a subordinate.

b. An accident with any of the consequences listed below shall be immediately reported to the Accident Investigation Board. These accidents will be investigated in depth to identify all causes and recommended hazard control measures.

(1) Fatal Injury

(2) Three or more persons admitted to a hospital, or

(3) Property damage in excess of \$50,000, or

(4) Injuries which may result in permanent total or permanent partial disability.

(5) Except for rescue and emergency measures, the accident scene shall not be disturbed until it has been released by the Accident Safety Board.

c. Submission of Accident Reports

(1) Within 2 working days, a complete and properly executed ENG Form 3394, "ACCIDENT INVESTIGATION REPORT", Attachment 3 of this section, will be forwarded to the Contracting Officer's Representative for each

accident which results in property damage, personal injury, or occupational illness regardless of whether the accident results in a fatality, lost workdays or restricted work activity.

(2) An accident shall be classified as a lost workday accident if the employee was scheduled to work (regular, overtime or holiday) but was unable to as a result of injuries incurred, medical examinations required or medication taken as a result of the accident.

(3) Estimates of lost work days, days hospitalized and restricted duty days shall be based on the best information available at the time ENG Form 3394 is required to be submitted. The Contractor shall not delay in submitting accident investigation reports.

d. Once known, the Contractor shall report the actual number of lost work days, days hospitalized, and restricted duty days to the Contracting Officer's Representative. The Contracting Officer's Representative shall insure that the ENG Form 3394 is annotated accordingly.

e. A daily record of all first aid treatments not otherwise reportable shall be maintained on SAW Form 618, CORPS OF ENGINEERS FIRST AID CASE HISTORY REPORT, Attachment 4, and furnished to the Contracting Officer upon request.

f. In addition to other applicable requirements of EM 385-1-1, the prime Contractor shall:

(1) Maintain records of all exposure and accident experience incidental to the work, this includes exposure and accident experience of the prime contractor and of his subcontractors. As a minimum, these records shall include exposure work-hours and a log of occupational injuries and illnesses. The log of exposure manhours shall be maintained on SAW Form 648, CONTRACTOR MONTHLY EXPOSURE MANHOURS, Attachment 5, of this section. The completed form shall be faxed to the Contracting Officer's Representative by the fifth workday of the following month in which the work occurred. The log of occupational injuries and illness shall be maintained on OSHA Form 200 or equivalent as prescribed by 20 CFR 1904.

(2) Maintain records of employee exposure to toxic materials and harmful physical agents (the prime contractor shall immediately notify the Contracting Officer's Representative and employees of any excessive exposure experience and the hazard control measures that will be taken to control the exposure); and

(3) Maintain access to the project's Workers Compensation Claims Report which details the compensable accidents experienced on the project by the Contractor and subcontractor.

1.11 REQUIRED CONSTRUCTION MEETINGS

(a) In addition to meetings required elsewhere in the specifications, the Contractor and any Subcontractors identified by the Contracting Officer's Representative shall be required to attend a preconstruction meeting (after award of the contract but before Commencement of Work) and a postconstruction meeting (after final acceptance of the work but before final payment is made). The Contractor and identified Subcontractors shall meet with Corps of Engineers personnel at a time and place determined by the Contracting Officer's Representative.

(b) At the preconstruction conference, the Contractor shall be oriented with respect to Government procedures and line of authority in contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.

(c) Five (5) days prior to the preconstruction conference, the Contractor shall submit the following items:

- Certificate of Insurance
- Accident Prevention Plan
- Quality Control Plan
- Certificate of completion of Corps Contractor Quality Control Course
- Preliminary Submittal Register (ENG Form 4288 exclusive of Contractor submittal dates)
- Letter Appointing Superintendent (see Contract Clause entitled Superintendence by the Contractor)
- List of Subcontractors
- Environmental Protection Plan
- Borrow Area Work Plan

(d) The letter of record will be written documenting all items discussed at the conference and a copy will be furnished by the Contracting Officer's Representative to all in attendance.

1.12 "AS-BUILT" RECORD DRAWINGS

(a) The Contractor shall be responsible for maintaining in good condition one set of full size drawing prints at the job site, on which he shall keep a careful and neat record of all deviations, field changes and modifications from the original contract drawings which are made to each phase of construction as the work progresses. The Contractor is responsible for noting all changes and corrections on these prints promptly as in-place construction activities occur, but in no case less often than on a weekly basis. In addition to the above, the following shall be included:

(1) Actual location of all Contractor installed subsurface utility lines. Type of materials actually installed, major sizes of lines, etc. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, both ends of each run and each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensions along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

(2) Any shop drawings which constitute part of the design shall be included with the record drawings.

(3) The manufacturer and model number of all major items of equipment shall be shown on the record drawings.

(4) Upon completion of all construction, the Contractor will delete by notation all references to features not constructed.

(b) These annotated prints shall be certified as to their correctness by the signature of the Contractor and turned over to the Contracting

Officer not later than ten (10) days after final acceptance of the work by the Government. Marked up prints shall be reviewed for approval by the Contracting Officer and returned for corrections as necessary.

1.13 SURVEY DATA

The Contractor shall maintain complete and accurate field notes, sketches, recordings and computations required in establishing the necessary horizontal and vertical control. All survey data shall be recorded in accordance with accepted standards and as approved by the Contracting Officer. All the above data shall be available at all times during the progress of the work for ready examination and use by the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish a copy of above survey data. The Contractor will furnish to the Government copies of all borrow area and beachfill survey data taken as required on a 3.5 inch, high density, microdisks. The points along the beach survey and borrow area survey shall be presented in ASCII format and in x, y, z, coordinates or northing, easting, elevation. The survey information will be used by the government to control and make adjustments to the volume of beach fill placed along the beach.

1.14 PLANT LOCATION

The Contractor's plant shall be arranged and located in areas approved by the Contracting Officer. This requirement includes the construction plant; offices; shop and storage buildings; housing facilities and all other equipment and materials needed to construct the project.

1.15 WORK IN QUARANTINED AREA (1968 MAY OCE)

The work called for by this contract involves activities in counties quarantined by the Department of Agriculture to prevent the spread of certain plant pests which may be present in the soil. The Contractor agrees that all construction equipment and tools to be moved from such counties shall be thoroughly cleaned of all soil residues at the construction site with water under pressure and that hand tools shall be thoroughly cleaned by brushing or other means to remove all soil. In addition, if this contract involves the identification, shipping, storage, testing, or disposal of soils from such a quarantined area, the Contractor agrees to comply with the provisions of ER 1110-1-5 and attachments, a copy of which will be made available by the Contracting Officer upon request. The Contractor agrees to assure compliance with this obligation by all subcontractors.

1.16 NCDOT SPECIFICATIONS

The North Carolina Department of Transportation "Standard Specifications for Roads and Structures," dated July 1995, (hereinafter referred to as the Standard Specifications) applies to this work when so referenced.

1.17 DEFINITIONS FOR NCDOT SPECIFICATIONS

Wherever in the North Carolina Department of Transportation "Standard Specifications for Roads and Structures" or on the drawings the following terms are used, the intent shall be as indicated below unless otherwise modified within the specifications:

State - - - - - U. S. Government

Department or Department of
Transportation - - - - - Corps of Engineers
Engineer or Chief Engineer- - - - - Contracting Officer,
Corps of Engineers
Materials and Test Unit - - - - - Corps of Engineers
Division of Highways- - - - - Corps of Engineers
Board or Board of Transportation- - - - - Corps of Engineers

Where NCDOT materials and test unit requirements are referenced in these specifications, they shall be taken as such and not Corps of Engineers Standards unless otherwise stated.

1.18 MISPLACED MATERIAL

Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Contracting Officer may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions to the Contracting Officer or inspector, and when required shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the Contracting Officer, and the cost of such removal may be deducted from any money due or to become due the Contractor, or may be recovered under his bond. The liability of the Contractor of the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et seq.).

1.19 BULLETIN BOARD

Immediately upon beginning of work under this contract, the Contractor shall provide at the job site a weatherproof, glass-covered bulletin board for displaying the Fair Employment poster, wage rates, and safety bulletins and posters. The bulletin board shall be located in a conspicuous place, easily accessible to all employees, and legible copies of the aforementioned data shall be displayed until work under the contract is complete. No direct payment will be made for the bulletin board.

1.20 PUBLIC CONVENIENCE AND SAFETY

(a) Roads to be closed. The Contractor shall obtain the Contracting Officer's approval before closing any roads. Barricades, danger, warning and detour signs, as required, shall be erected before closing any roads.

(b) Storage of materials. Materials and equipment shall not be stored within roadway rights-of-way or in such a manner as to pose possible danger or obstruction to the traveling public.

1.21 MAINTENANCE DURING CONSTRUCTION

From the first day any work is done, the Contractor shall maintain in a condition satisfactory to the Contracting Officer all of the items of work covered by the contract until they are finished, placed in service unfinished, or until all of the work is finally accepted. This maintenance shall be continuous to the end of the contract and effectively prosecuted with adequate labor and equipment. The Contractor shall be responsible for maintaining all barricades, danger, warning, and detour signs and lights as

specified hereinafter. When no pay item for such maintenance is shown in the Bidding Schedule, the cost of maintenance shall be included in the price bid for other pay items, and no separate payment will be made.

(a) Maintenance when work is suspended. If construction is suspended for any reason, the Contractor shall place the work in such condition as the Contracting Officer directs, before suspension, and shall maintain it in a condition satisfactory to the Contracting Officer throughout the period of the suspension.

(b) Spilled materials. The Contractor shall not allow spilled materials to remain on the highways. Spillage sufficient to create a traffic hazard shall be removed immediately. Other light spillage shall be removed daily.

1.22 LOAD RESTRICTIONS

The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the project. A special permit will not relieve the Contractor of liability for damage which may result from such hauling. The Contractor shall not operate equipment of such weight or so loaded as to cause damage to drainage structures or the roadway, or to any other type of improvement, either completed or under construction. Hauling of materials over the base course or surface course under construction shall be limited as directed, and in no case shall legal load limits be exceeded unless permitted in writing. The Contractor shall repair, at his own expense, all damage to the work caused by his equipment.

1.23 BARRICADES, DANGER, WARNING, AND DETOUR SIGNS

The Contractor shall provide, erect, and maintain all necessary traffic control devices in substantial conformance to Part VI of the 1988 "Manual on Uniform Traffic Control Devices for Streets and Highways" as published by the U.S. Department of Transportation, Federal Highway Administration, and available from the Superintendent of Documents, Washington, D. C. This requirement shall include flagman as shown in the manual when necessary and the use of electric flashers as conditions of construction may require during hours of darkness. The Contractor shall take all necessary precautions for protection of the work and for the safety of the public at or near the site of construction. Signing, barricades, lights, and other devices shall be well maintained and repositioned or removed as the progress of the work requires. No substandard, poorly maintained device will be acceptable. Particular attention shall be given to the following:

(a) Removal of barricades and warning signs. As soon as construction advances to the extent that temporary barricades, and signs such as "Detour", "One Way Traffic," etc. are no longer needed to inform the traveling public, such signs shall be removed promptly.

(b) Replacement of signs. When new work is necessary during any period of construction or maintenance, necessary signs shall be replaced as are needed to adequately warn and protect the public in accordance with the provisions outlined above. As soon as the project has been accepted for maintenance, all temporary barricades and warning signs shall be removed promptly.

(c) Cost of protective devices. Unless otherwise shown in the Bidding Schedule, the cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as separate bid items. Where the

Contractor is required to perform any of these functions, the cost thereof shall be included in the overall bid submitted. Ownership of the temporary warning devices shall remain with the Contractor provided the devices are removed promptly after completion of the work as specified above. If such warning devices are left in place for more than 30 days after the specified time for removal, the Government shall have the right to remove such devices and to claim possession thereof.

1.24 PROTECTION OF EXISTING FACILITIES

The Contractor will not be responsible for any alterations to existing structures or utilities except those made by him for his convenience. The Contractor shall protect all existing structures, including bridges, roadway embankments, utilities and improvements from damage, and, in the event of damage as a result of his operations, the Contractor shall be responsible for their repair, restoration, or for all cost of damage resulting therefrom. In addition, the Contractor shall be responsible for any damage to bridge or culvert structures or railway embankments or track caused by the unauthorized excavation or excavation beyond the project dimensions shown on the plans. If the Contractor elects to have alterations made to any existing structure, utility or other improvements for his convenience, he shall make arrangements with the owner of the facility for such alterations and the agreement shall be approved by the Contracting Officer prior to their alteration.

1.25 CONTRACT AREA AND TRESPASSING

Property owners have signed easements which will allow the Contractor to enter and perform the work required by these specifications upon all land lying within the right-of-way limits shown on the drawings. The Contractor's operation shall be confined solely to those areas for which permission has been granted by the owners to enter. The Contractor shall cut only such timber as may be necessary for the prosecution of the work. The Contractor shall not inflict damage upon land outside the contract area by unwarranted entry upon, passage through, or disposal of material on such land. The Contractor may make a separate agreement with any other party, regarding the use of, or right to, lands or facilities outside the contract area. If such an agreement is made, it shall be in writing and a copy shall be furnished the Contracting Officer. The Contractor shall hold and save the Government, its officers, and agents free from liability of any nature or kind arising from any trespassing or damage occasioned by his operations.

1.26 SIGNAL LIGHTS(OCT 1984)

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and the Coast Guard governing lights and day signals to be displayed by towing vessels, tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipes or vessels involved in submarine or bank protection operations. The Contractor must also be in accordance with those regulations governing lights to be displayed on dredge pipeline and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel and the passing by other vessels of floating plant working navigable channels, as approved by the Secretary of the Army and Commandant, U.S. Coast Guard. (33 C.F.R. 80.18 - 80.31a; 33 C.F.R. 95.51 - 95.66; 33 C.F.R. 9.22 - 90.36; 33 C.F.R. 82 and C.G. Pub. M-16672.2B, Navigation Rules, International Inland, dated August 1990).

1.27 INSPECTION

The Contractor shall be required:

(a) To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys prescribed in the clause entitled FINAL EXAMINATION AND ACCEPTANCE.

(b) To furnish, on the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant.

(c) Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer and the cost thereof will be deducted from any amounts due or to become due the Contractor.

1.28 ACCOMMODATIONS AND MEALS FOR INSPECTORS (APR 1965 OCE)

(a) The Contractor shall furnish regularly to inspectors, for office purposes and sleeping purposes, when applicable, a suitable separate room onboard the dredge or other craft upon which they are employed. If no suitable office space is available thereon, the Contractor shall furnish suitable alternate accommodations ashore at a location approved by the Contracting Officer, and furnish suitable transportation between the alternate accommodations and the dredge or other craft upon which they are employed.

(b) If the Contractor maintains on this work an establishment for the subsistence of his own employees, the Contractor shall, when required, furnish to inspectors employed on the work, and to all Government agents who may visit the work on official business, meals of a quality satisfactory to the Contracting Officer. The meals furnished will be paid for by the Government at a rate commensurate with the basic Government subsistence rate of: \$5.00 Breakfast; \$5.00 Lunch; and \$14.00 Dinner.

1.29 NOTICE TO MARINERS

Should the Contractor, during dredging operations, encounter any objects on the channel bottom which could be a hazard to navigation, he will notify the Contracting Officer immediately as to the location of said object and any other pertinent information necessary for the Contracting Officer to put out a Notice to Mariners.

1.30 PLANT

(a) The Contractor agrees to keep on the job sufficient plant to satisfactorily perform the contract and to conform with the project site constraints and limitations. The plant shall be in satisfactory operating condition, and capable of safely and efficiently performing the work as set forth in these specifications, and the plant shall be subject to inspection by the Contracting Officer at all times. The plant listed on the Plant and Equipment Schedule, ENG Form 1619-R (Section 00600 Representations and

Certifications), is the minimum which the Contractor agrees to place on the job unless otherwise determined by the Contracting Officer, and its listing thereon is not to be construed as an agreement on the part of the Government that it is adequate for the performance of the work.

(b) All pipelines for hydraulic machines must be kept in good condition at all times and any leaks or breaks along their length must be promptly and properly repaired.

(c) No reduction in the capacity of the plant employed on the work shall be made except by written permission of the Contracting Officer. The measure of the "capacity of the plant" shall be its actual performance on the work to which these specifications apply.

1.31 BEACH SURVEYS, BORROW AREA SURVEYS AND SURVEY PERSONNEL

(a) Survey personnel. All surveys required of the Contractor shall be made by personnel of a professional engineering and/or surveying firm experienced in the practice of such work. A registered professional engineer and/or surveyor in the regular employ of the Contractor shall not be allowed to perform surveys required by this contract. The survey personnels shall have the following minimum qualifications:

(1) Each party chief shall be a Professional Land Surveyor and shall be proficient in the operation of precise and semi-precise instruments. They shall be capable of running horizontal and vertical control of 2nd order accuracy. In the event it is considered advantageous to employ a party chief who is not a Professional Land Surveyor, detailed qualifications of the individual shall be submitted to the Contracting Officer for review and approval.

(2) Instrument men shall be proficient in the operation of precise and semi-precise instruments including transit, level, and alidade, and shall prepare all survey notes in a firm and legible manner.

(3) Rodman and chainman. At least one rodman and one chainman, with a minimum of six months prior experience each, shall be assigned to each survey party.

(4) Surveying technicians shall be familiar with all phases of surveys and the North Carolina State plane coordinate system. Also they shall be well versed in the computation and adjustment of horizontal and vertical control of 2nd and 3rd order survey.

(b) Borrow area surveys for purposes of quantity calculations will comply with SECTION 0800, paragraph QUANTITY SURVEYS.

(c) Beach surveys to be performed by the Contractor as follows:

(1) Preplacement surveys shall be made of the beach (onshore and offshore) area prior to placement of fill and at least one week prior to the initiation of any dredging. Such surveys shall be scheduled so that field notes and computations can be furnished to the Contracting Officer's Representatives in advance of placement so that control of quantities and adjustments to the fill section may be made if necessary. The sections shall be taken at intervals of 100 feet, generally at increments of no more than

1,500 feet in advance of the beach work and at right angles to the longitudinal alignment of the project baseline or as otherwise directed. All sections shall extend from the project baseline, as indicated on the drawings to a minimum distance of 1,500 feet seaward of baseline. Elevations and ocean soundings shall be taken generally at 25-foot intervals and at all break points. The Contractor shall submit the survey data to the Contracting Officer's Representative as soon as practicable but no later than 5 calendar days after completion of survey.

(2) Postplacement surveys shall be made as soon as possible after placement of the fill. The Contractor shall use the same stations that were used in the preplacement surveys. Elevations and ocean soundings shall be taken at 25-foot intervals and at all break points. All sections shall extend from the baseline to a distance offshore not less than 1,500 feet or as needed to indicate the intersection of beach fill with the preplacement bottom profile. In the event the first examination shows additional work is required in an area prior to its acceptance, additional elevations and/or soundings will be required only in the area where additional work is required. Elevations and soundings will continue to be taken until such area is acceptable.

(d) Unless waived in each specific case, all surveys made by the Contractor shall be conducted in the presence of a representative of the Contracting Officer.

(e) The Government reserves the right to make such surveys as necessary for verification of surveys made by the Contractor.

(f) The Contractor will furnish to the Government copies of all Beach surveys and Borrow area surveys taken as required on a 3.5 inch, high density, microdisks. The points along the beach survey shall be presented in ASCII format and in x, y, z, coordinates or northing, easting, elevation. The survey information will be used by the government to control and make adjustments to the volume of beach fill placed along the beach.

(g) In addition to the above requirements, the Contractor shall compute beach fill volumes for the contract typical sections based on the preplacement surveys as described hereinabove. The Contractor shall also compute beach fill volumes for construction template with a +0.5 foot vertical tolerance and a -0.5 foot vertical tolerance. Paper plots of the profiles along with digital records of the surveys and computations shall be furnished to the Government.

1.32 FINAL EXAMINATION AND ACCEPTANCE OF BEACH FILL

(a) After the completion of each continuous 500-foot length of beach work or any remaining length less than 500 feet which would complete the entire work and in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, the Contracting Officer's Representative shall thoroughly examine the Contractor's soundings or surveys, or both, as provided for elsewhere herein. Should this examination disclose deficiencies of material in the design section, the Contractor shall be required to place additional material at the contract unit price until the fill requirements are met, or if examination shows material has been deposited elsewhere than in places designated or approved by the Contracting Officer, the Contractor may be required to remove such misplaced material and deposit where directed at his expense.

The Contracting Officer or his authorized representative will be notified when soundings and/or surveys are to be made by the Contractor and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally.

(b) Final acceptance of the whole or part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentage of the whole or any part of the work.

1.33 LOCAL OFFICE

The Contractor shall maintain a land based office in the immediate vicinity of the project. This office shall be equipped with at least one operable telephone which provides both local and long distance service. The number for this telephone shall be provided to the Contracting Officer during the preconstruction conference, and the telephone shall be monitored and answered by Contractor personnel during normal daytime working hours. A desk, a 30"x60" work table, and two chairs shall be available for use by Government personnel.

1.34 PARTNERING

In order to most effectively accomplish this contract, the Government proposes to form a cohesive partnership with the Contractor and his/her subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget and on schedule. Integral to the partnership would be a joint Contractor/Government effort to settle any disputes that may arise without costly and time consuming litigation. To that end, a non-binding procedure such as the Alternate Dispute Resolution process could be developed and agreed upon by both parties when it was determined to be necessary. This partnership would be bilateral in make-up and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

1.35 UNDERWATER DIVING OPERATIONS

(a) All underwater diving activities shall be performed in compliance with EM 385-1-1, Section 30, Contract Diving Operations dated September 1996 (see Attachments 1 this section) and with current documents referenced therein. All diving operations will be limited to those operations which are essential to accomplishing the mission assigned. The Contractor shall furnish the Contracting Officer all required information including names, medical examination reports, qualifications of all divers and tenders to be employed in the diving operations, etc., prior to commencement of work. A written plan of operation (dive plan) concerning all phases of the dive, work to be accomplished, condition and type of gear, tidal influences, probable proximity of other floating craft, etc., is to be submitted to the Contracting Officer's Representative for acceptance in accordance with the above referenced documents.

(b) The Contractor shall prepare a written dive plan for this contract according to the District Dive Officer requirements. The written dive plans are to be submitted to the Contracting Officer's Representative a minimum of 10 working days prior to the planned dive.

Prior to the initiation of the diving program, a pre-dive conference will be held. The Contracting Officer's Representative, Corps Diving Inspector, Contractor's Representative, the divers, tenders, and District Dive Officer (Safety Officer) will be present at the pre-dive conference to discuss the plan operation and any other diving related operations.

(c) A diving craft of ample size to safely support the diving operation shall be on the scene of all dives. It shall be the responsibility of the Contractor to provide an adequate craft. The type of craft to be used shall be adequate for the location of the dive, number of personnel on board, and weather conditions. The craft shall be equipped with required safety features, first aid supplies, communication equipment for immediate rescue response, and a ladder or diving platform to assist the divers when entering and exiting the water. Contractor's boat capacity shall be adequate for at least two Corps representatives to be present during all diving operations, in addition to Contractor's crew and equipment.

(d) A Corps Diving Inspector is required to be present during all diving operations.

1.36 PROJECT SIGNS

The Contractor shall furnish and install one project sign, and one (1) safety performance sign at the location designated by the Contracting Officer. The signs shall be installed within 30 days after the Notice to Proceed.

The signs shall be fabricated using 3/4", Douglas Fir, Exterior Marine-Grade, HDO plywood with 4"x4"x12' treated, No. 2 Southern Pine posts installed in 3 feet deep by 12-inch diameter deep holes backfilled with compacted soil. Sign faces shall be non-reflective vinyl. All letters and logos shall be die-cut or computer-cut. Letter and logos sizes and application to the plywood panel shall conform to the graphic format shown in the U.S. Army Corps of Engineers Signs Standard Manual. The Communications Red panel on the left side of the construction project sign, with Corps logo (reverse version), shall be screen printed onto the white background. The safety performance sign shall have replaceable numbers mounted on white .060" aluminum plates and screw mounted to the background.

Copies of the sign standards manual can be obtained from the Contracting Officer for specific fabrication and installation requirements.

Legends and logos for the safety performance signs and construction project sign shall be as shown on Attachments 7 and 8 respectively. No direct payment will be made for the project signs.

1.37 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

(a) The Government--

(1) Will provide the Contractor, without charge, five (5) sets of large-scale contract drawings and specifications except publications incorporated into the technical provisions by reference;

(2) Will furnish additional sets on request, for the cost of reproduction; and

(3) May, at its option, furnish the Contractor one set of reproducible, or half-size drawings, in lieu of the drawings in paragraph

(a)(1) of this clause.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies; and
- (4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

FILE NAME AND <u>DRAWING NO.</u>	<u>PLATE NO.</u>	<u>TITLE</u>	<u>DATE</u>
CB100-03-39	P-1	General Map	8 November 2000
CB100-03-39	P-2	Typical Sections	8 November 2000
CB100-03-39	P-3	Site Plan Sta 90+00 to Sta 117+00	8 November 2000
CB100-03-39	P-4	Site Plan Sta 117+00 to Sta 140+00	8 November 2000
CB100-03-39	P-5	Cross Sections Sta 90+00 to Sta 118+00	8 November 2000
CB100-03-39	P-6	Cross Sections Sta 120+00 to Sta 140+00	8 November 2000
CB100-03-39	P-7	Borrow Area	8 November 2000

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General Decision Number NC000050
  Superseded General Decision No. NC990050
  State: North Carolina
  Construction Type:
  DREDGING
  County(ies):
  STATEWIDE
  DREDGING CONSTRUCTION PROJECTS
  Modification Number      Publication Date
           0                02/11/2000
COUNTY(ies):
STATEWIDE
  ENGI0025E  02/01/2000
```

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	Rates	Fringes
CLAMSHELL DREDGES:		
Operator	17.99	4.01+a
Engineer	16.09	4.01+a
Welder	15.01	3.81+a
Mate	14.45	3.81+a
Oiler	11.58	3.61+a
Deckhand	10.84	3.61+a
Launchman	11.58	3.61+a
Scowman	10.99	3.61+a
Handyman	10.84	3.61+a
DIPPER DREDGES:		
Operator	18.16	4.01+a
Engineer	16.84	4.01+a
Welder	15.25	3.81+a
Mate	14.76	3.81+a
Oiler	11.58	3.61+a
Deckhand	10.84	3.61+a
Launchman	11.58	3.61+a
Scowman	10.99	3.61+a
Handyman	10.84	3.61+a
TUGS (TENDING DIPPER & CLAMSHELL DREDGES)		
Tug Master	16.30	4.01+a
Engineer	15.46	4.01+a
Tug Mate	14.10	4.01+a
Assistant Engineer	13.92	4.01+a
Deckhand	10.69	3.61+a
Cook	10.99	3.61+a
STEWARD DEPARTMENT (ON DIPPER & CLAMSHELL DREDGES):		
Cook	10.57	3.61+a
Mess Cook	9.93	3.61+a
Messman & Janitor	9.78	3.61+a
DRILL BOATS:		
Engineer	17.01	3.61+a
Driller	16.38	3.61+a
Blaster	16.38	3.61+a

FOOTNOTE:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Good Friday. Plus Vacation Contribution of 8% of straight time pay for all hours worked.
- b. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Plus Vacation Contribution of 7% of straight time pay for all hours worked.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR?5.5(a

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

ATTACHMENT 1

UNDERWATER DIVING OPERATIONS (CESAWDR 385-1-1)

APPENDIX Q
UNDERWATER DIVING OPERATIONS

1. Purpose. This regulation prescribes policies and procedures for underwater diving operations.

2. Applicability. This regulation is applicable to all Government and Contractor activities under the jurisdiction of the Wilmington District.

3. References.

a. EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual.

b. U.S. Navy Diving Manual, Volumes I and II.

c. Commercial Diving Operations, Occupational Safety and Health Standards, 29 CFR 1910, Subpart T.

d. Consensus Standards for Commercial Diving Operations, Association of Diving Contractors (ADC), United States of America.

e. Commercial Diving Operations, United States Coast Guard.

f. The National Oceanic and Atmospheric Administration (NOAA) Diving Manual, Diving for Science and Technology.

4. Definitions. This regulation defines specific terms as used in the Wilmington District. Also, reference EM 385-1-1 and OSHA 29 CFR 1910 for definition of general terms in diving operations.

a. Diving Contractor - any company, whether serving as a prime or sub-contractor, performing underwater operations utilizing alternate air sources to accomplish mission objectives.

b. Government Diver - any governmental agency, which provides diving team services for the District, such as but not limited to Navy, Army, Marines, Air Force, Coast Guard and NOAA.

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c. Construction Diver - any diver working in conjunction with marine construction, dredging operations, engineering yard operations, dam operations, and/or operations involving environment restrictions within Reference a. This includes confined space entry, crane operations, and mechanical systems requiring lock out/tag out procedures, and any other situations as declared by the District Diving Coordinator.

d. Scientific Diver - any diving operation required in conjunction with biological sampling and collection, and archaeological studies.

e. Diving Operation Inspection - utilization of a qualified COE diving inspector throughout the diving period, e.g., construction diving, hazardous environment diving, diving operations of less than 3 days or as determined by District Diving Coordinator (DDC) or Alternate District Diving Coordinator (ADDC).

f. Diving Operation Monitoring - utilization of a qualified COE diving inspector, who conducts an initial diving inspection meeting and then periodically inspects the diving operation. Monitoring is at the discretion of the DDC/ADDC, and is, at a minimum, for diving projects exceeding 3 days of operations, an operation that offers minimal opportunity for a diving accident, and/or an operation utilizing Government Divers.

5. Policy. All Wilmington District diving operations shall be conducted in a manner that will maximize efficiency and minimize the potential for personal injury, loss of life, occupational illness, and/or property damage. The District supports and emphasizes Paragraph 30.A.01 of EM 385-1-1, that diving shall not be utilized if the work objective can be more safely and efficiently accomplished by another means. Construction divers shall utilize surface-supplied air systems with diver/surface two-way voice communications. The District also encourages that all other divers, whether Government or scientific, utilize surface-supplied air systems as well. All diving operations will be subject to review and acceptance by the DDC/ADDC prior to commencement of any diving operation. In the absence of the DDC and ADDC, the dive inspector thoroughly familiar with the nature of the dive or another SAD District DDC will review the dive plan for compliance. Additionally, the DDC/ADDC will be notified and

dive plans submitted for all diving operations conducted by military dive teams. All diving operations will be inspected and/or monitored by qualified diving inspectors, in which the frequency of inspection will be determined by the DDC/ADDC during the dive plan review period. Any failure to meet the requirements stated herein or as referenced will be cause for delay or cessation of diving operations.

7. General.

a. Contracts issued for work or services within the District will reference this regulation whenever diving operations are anticipated as part of the contract work. It must be realized that diving is an inherently hazardous activity. Each dive operation will be carefully planned and executed according to the accepted dive plan. Each diving operation will be properly supported with adequate contractor personnel. Budget and schedule requirements, while a consideration in scheduling a dive, are not justification to deviate from dive safety measures. Only in the event of immediate life threatening situations may deviation of Standard Dive Practices occur from the accepted dive plan.

b. The Diving Contractor is responsible for diving efficiently and safely adhering to all applicable regulations and the accepted dive plan. Where a difference in standards exists, the most conservative shall apply. Divers will ensure the following:

(1) Commercial diving companies may be pre-qualified prior to commencing diving operations for the District. In order to be found qualified, the diving company must have a demonstrated knowledge and expertise in the type of diving operation to be performed, as set forth by industry standard and approved by the DDC.

(2) Divers shall have documented training and experience for the diving operation. Recreational dive training such as PADI, NAUI, SSI and YMCA is not in itself considered adequate training for commercial diving activities. A lack of experience or qualification to perform the task will be cause for rejection of the dive plan.

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(3) Divers shall be qualified by a licensed physician to be fit for diving and shall be stated as such on their physicals. Currency of physicals will be within a year of the diving operation.

(4) Dive tenders shall have documented training and experience in the task assigned.

(5) All dive team members shall be currently certified by a nationally recognized organization in CPR and First Aid. At least two members shall be certified in oxygen first aid and have thorough knowledge of the oxygen system they utilize.

(6) All diving operations at a minimum will conform to EM 385-1-1, APPENDIX 30.

(7) All diving equipment furnished by the contractor will be identified in the dive plan and will comply with EM 385-1-1. During Surface Supplied Air operations, SCUBA will not be allowed as equipment for the stand-by diver. Use of SCUBA on any operation will be by DDC approval only.

(8) A diving craft of ample size to support the diving operation will be available for all dives as determined by the DDC. The type craft to be used will depend upon the location of the dive, number of personnel, and weather conditions. In addition to the dive team and vessel Captain, adequate space shall be made available for the diving inspector. As a minimum, the craft will be equipped with adequate first aid supplies, VHF marine radio capable of hailing channel 16, and a dive ladder and/or platform for safe entry and exit of the diver from the water.

(9) The international (ALPHA) and sport diver flags will be displayed in the direct vicinity of the diving operation when there are divers in the water.

(10) At no instances will free diving (breathhold) techniques be employed.

(11) Divers will wait 24 hours before flying after a dive.

(12) Copies of all dive logs will be submitted to the Safety Office.

(13) Submits three (3) copies of Safe Practices Manual, as written in compliance with ADC, fifteen (15) days prior to any diving operation for acceptance. The Diving Contractor will also provide updated versions to the Wilmington District when there are changes in operation, organization, personnel, and/or equipment. Copies will remain on file in the District Safety Office, with the DDC, and with the ADDC. A copy of the manual will be available by the contractor for use by all dive team members on all dive sites.

(14) Submits a dive plan for each diving activity for review and acceptance by the DDC/ADDC, and immediately advises both diving inspector and DDC/ADDC of changes that occur in the accepted dive plan. Additionally, in the development of the dive plan, consideration must be given to the environment where diving operations will be conducted, especially in terms of harmful materials that may be present in the water.

c. COE personnel involved in diving operations shall demonstrate the following:

(1) Personnel interested in performing duties as DDC, ADDC, and Inspectors should have at a minimum a basic SCUBA certification to ensure they have a basic knowledge of the hyperbaric and environmental conditions that Diving Contractors may experience. Names of personnel, who are considered for the diving program, will be submitted to and approved by the DDC, ADDC, and Safety Officer, prior to requesting prospect training. Diving Inspectors are required to attend and successfully complete a one (1) week PROSPECT course for Diving Inspector prior to conducting inspections for the District. Recertification is required every four (4) years. DDC and ADDC are required to attend either the three (3) week Diving Supervisor PROSPECT course or the four (4) week Diving Safety PROSPECT course. Recertification is required every four (4) years by attending the two (2) week Diving Refresher PROSPECT course.

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d. The Commander will appoint a District Diving Coordinator and alternate who is responsible for organizing, integrating and monitoring the total dive program within the District. The DDC and ADDC must have completed the HQUSACE Dive Safety training. Duties include:

- (1) Reviews all Safe Practices Manuals.
- (2) Establishes District Dive Policy and ensures regulations are kept updated.
- (3) Reviews medical certificates.
- (4) Reviews all applicable contracts to ensure dive requirements are included.
- (5) Reviews dive team qualifications and experience to ensure compliance with EM 385-1-1.
- (6) Advises project managers on alternatives to and methods of diving.
- (7) Reviews all dive plans for acceptance.
- (8) Ensures when dive operations in the District are physically monitored.
- (9) Ensures the District has ample personnel trained as diving inspectors to monitor dive operations.
- (10) Performs Dive Inspector duties when necessary.
- (11) Ensures that all assigned personnel have appointment letters.
- (12) Conducts periodic Dive Inspector continuing education.

e. The Commander will appoint District Diving Inspectors. The diving inspector is the District representative at the dive site. The diving inspector is responsible for ensuring that the dive operation is adequately planned, equipped and staffed in accordance with the accepted dive plan. The diving inspector has

the authority to delay or stop a dive at anytime. The diving inspector's sole responsibility is the safe conduct of the diving operation. The diving inspector must have completed the required HQUSACE approved training. A waiver may be granted by the DDC until training is scheduled, if the candidate demonstrates extensive dive training and experience as represented by military records or commercial certifications. Duties include:

- (1) Ensures adequacy of specified equipment.
- (2) Ensure compliance with accepted dive plan.
- (3) Requests changes of accepted dive plans with recommendations.
- (4) Schedules time and travel for inspecting or monitoring dive operations and attends District sponsored diving meetings.
- (5) Recommends frequency of monitoring dives.
- (6) Maintains diving inspector certification.
- (7) Maintains CPR/First Aid.

f. Each Branch that may be involved in diving operations should have a qualified diving inspector. This will ensure a lesser impact of having to utilize diving inspectors from another Branch. Training requirements shall be adequately funded by the office sponsoring the dive inspector and documented in the appropriate individual development plans and the SOHO.

g. All costs associated with the utilization of District Diving personnel shall be the responsibility of the Project, which requires the diving operation.

h. In addition to the personnel described above, the Project Manager, Resident Engineer, Project Engineer, Construction Representative and Supervisor at each project or facility are charged with ensuring the efficiency and safety of the diving operations within their areas of responsibility. They have the authority to stop a dive operation for an unsafe condition but may not override a dive operation decision made by the assigned diving inspector.

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i. Prior to solicitation for diving services, the contracting office, technical manager and/or project manager will coordinate with the DDC to ensure all diving requirements are understood and incorporated in contract documents. Additionally, all correspondence sent outside of the District will be subject to review by the DDC or ADDC for technical accuracy.

ATTACHMENT 2

REPORT OF SAFETY MEETING (SAW FORM 297)

Report of Safety Meeting

(INSTALLATION, FIELD OFFICE, JOB, ETC.)

Thru: Chief, Construction-Operations Div
To: Chief, Safety Office

Contract Number/Contract Title
From:
Contractor:

Date: _____ **Time:** _____ (A.M./P.M.) **No. Emp. Present** _____

CE Represented By: _____ **Conducted by:** _____

Old Business: (Review report of last safety meeting. Follow up on action taken or anticipated to correct any safety deficiencies brought up at last meeting. Discuss any unfinished business.)

New Business: (Discuss any unsafe acts or conditions observed since last safety meeting and any accidents or injuries which occurred during the week.)

Safety Presentation: (Safety talk or slide presentation on subject that is relevant to operation at hand.)

Date & Time of Next Meeting

 (SIGNATURE & TITLE)

ATTACHMENT 3

ACCIDENT INVESTIGATION REPORT (ENG FORM 3394)

<i>(For Safety Staff only)</i>	REPORT NO.	EROC CODE	UNITED STATES ARMY CORPS OF ENGINEERS ACCIDENT INVESTIGATION REPORT <i>(For Use of this Form See Help Menu and USACE Suppl to AR 385-40)</i>			REQUIREMENT CONTROL SYMBOL:
1. ACCIDENT CLASSIFICATION						
PERSONNEL CLASSIFICATION		INJURY/ILLNESS/FATAL		PROPERTY DAMAGE		MOTOR VEHICLE INVOLVED
GOVERNMENT <input type="checkbox"/> CIVILIAN <input type="checkbox"/> MILITARY		<input type="checkbox"/>		<input type="checkbox"/> FIRE INVOLVED <input type="checkbox"/> OTHER		<input type="checkbox"/>
<input type="checkbox"/> CONTRACTOR		<input type="checkbox"/>		<input type="checkbox"/> FIRE INVOLVED <input type="checkbox"/> OTHER		<input type="checkbox"/>
<input type="checkbox"/> PUBLIC		<input type="checkbox"/> FATAL <input type="checkbox"/> OTHER		<div style="border: 1px solid black; width: 100px; height: 100px; transform: rotate(45deg); margin: 0 auto;"></div>		<div style="border: 1px solid black; width: 100px; height: 100px; transform: rotate(45deg); margin: 0 auto;"></div>
2. PERSONAL DATA						
a. Name <i>(Last, First, MI)</i>		b. AGE	c. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE		d. SOCIAL SECURITY NUMBER	
e. GRADE						
f. JOB SERIES/TITLE		g. DUTY STATUS AT TIME OF ACCIDENT		h. EMPLOYMENT STATUS AT TIME OF ACCIDENT		
		<input type="checkbox"/> ON DUTY <input type="checkbox"/> TDY <input type="checkbox"/> OFF DUTY		<input type="checkbox"/> ARMY ACTIVE <input type="checkbox"/> ARMY RESERVE <input type="checkbox"/> VOLUNTEER <input type="checkbox"/> PERMANENT <input type="checkbox"/> FOREIGN NATIONAL <input type="checkbox"/> SEASONAL <input type="checkbox"/> TEMPORARY <input type="checkbox"/> STUDENT <input type="checkbox"/> OTHER <i>(Specify)</i> _____		
3. GENERAL INFORMATION						
a. DATE OF ACCIDENT <i>(month/day/year)</i>	b. TIME OF ACCIDENT <i>(Military time)</i> hrs	c. EXACT LOCATION OF ACCIDENT			d. CONTRACTOR'S NAME	
e. CONTRACT NUMBER _____		f. TYPE OF CONTRACT		g. HAZARDOUS/TOXIC WASTE ACTIVITY		(1) PRIME: (2) SUBCONTRACTOR:
<input type="checkbox"/> CIVIL WORKS <input type="checkbox"/> MILITARY <input type="checkbox"/> OTHER <i>(Specify)</i> _____		<input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> SERVICE <input type="checkbox"/> A/E <input type="checkbox"/> DREDGE <input type="checkbox"/> OTHER <i>(Specify)</i> _____		<input type="checkbox"/> SUPERFUND <input type="checkbox"/> DERP <input type="checkbox"/> IRP <input type="checkbox"/> OTHER <i>(Specify)</i> _____		
4. CONSTRUCTION ACTIVITIES ONLY <i>(Fill in line and corresponding code number in box from list - see help menu)</i>						
a. CONSTRUCTION ACTIVITY _____ (CODE) # _____			b. TYPE OF CONSTRUCTION EQUIPMENT _____ (CODE) # _____			
5. INJURY/ILLNESS INFORMATION <i>(Include name on line and corresponding code number in box for items e, f & g - see help menu)</i>						
a. SEVERITY OF ILLNESS/INJURY _____ (CODE) # _____			B. ESTIMATED DAYS LOST		C. ESTIMATED DAYS HOSPIT-ALIZED	
D. ESTIMATED DAYS RESTRICTED DUTY						
e. BODY PART AFFECTED PRIMARY _____ (CODE) # _____ SECONDARY _____ (CODE) # _____			g. TYPE AND SOURCE OF INJURY/ILLNESS			
f. NATURE OF ILLNESS / INJURY _____ (CODE) # _____			TYPE _____ (CODE) # _____ SOURCE _____ (CODE) # _____			
6. PUBLIC FATALITY <i>(Fill in line and correspondence code number in box - see help menu)</i>						
a. ACTIVITY AT TIME OF ACCIDENT _____ (CODE) # _____			b. PERSONAL FLOATATION DEVICE USED? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A			
7. MOTOR VEHICLE ACCIDENT						
a. TYPE OF VEHICLE		b. TYPE OF COLLISION		c. SEAT BELTS	USED	NOT USED
<input type="checkbox"/> PICKUP/VAN <input type="checkbox"/> AUTOMOBILE <input type="checkbox"/> TRUCK <input type="checkbox"/> OTHER <i>(Specify)</i> _____		<input type="checkbox"/> SIDE SWIPE <input type="checkbox"/> HEAD ON <input type="checkbox"/> REAR END <input type="checkbox"/> BROADSIDE <input type="checkbox"/> ROLL OVER <input type="checkbox"/> BACKING <input type="checkbox"/> OTHER <i>(Specify)</i> _____		(1) FRONT SEAT		
				(2) REAR SEAT		
8. PROPERTY/MATERIAL INVOLVED						
a. NAME OF ITEM		B. OWNERSHIP			C. \$ AMOUNT OF DAMAGE	
(1)						
(2)						
(3)						
9. VESSEL/FLOATING PLANT ACCIDENT <i>(Fill in line and correspondence code number in box from list - see help menu)</i>						
a. TYPE OF VESSEL/FLOATING PLANT _____ (CODE) # _____			b. TYPE OF COLLISION/MISHAP _____ (CODE) # _____			
10. ACCIDENT DESCRIPTION <i>(Use additional paper, if necessary)</i>						
See attached page.						

11. CAUSAL FACTOR(S) <i>(Read Instruction Before Completing)</i>											
a. (Explain YES answers in item 13)				YES NO		a. (CONTINUED)				YES NO	
DESIGN: Was design of facility, workplace or equipment a factor?				<input type="checkbox"/> <input type="checkbox"/>		CHEMICAL AND PHYSICAL AGENT FACTORS: Did exposure to chemical agents, such as dust, fumes, mists, vapors or physical agents, such as, noise, radiation, etc., contribute to accident?				<input type="checkbox"/> <input type="checkbox"/>	
INSPECTION/MAINTENANCE: Were inspection & maintenance procedures a factor?				<input type="checkbox"/> <input type="checkbox"/>		OFFICE FACTORS: Did office setting such as, lifting office furniture, carrying, stooping, etc., contribute to the accident?				<input type="checkbox"/> <input type="checkbox"/>	
PERSON'S PHYSICAL CONDITION: In your opinion, was the physical condition of the person a factor?				<input type="checkbox"/> <input type="checkbox"/>		SUPPORT FACTORS: Were inappropriate tools/resources provided to properly perform the activity/task?				<input type="checkbox"/> <input type="checkbox"/>	
OPERATING PROCEDURES: Were operating procedures a factor?				<input type="checkbox"/> <input type="checkbox"/>		PERSONAL PROTECTIVE EQUIPMENT: Did the improper selection, use or maintenance of personal protective equipment contribute to the accident?				<input type="checkbox"/> <input type="checkbox"/>	
JOB PRACTICES: Were any job safety/health practices not followed when the accident occurred?				<input type="checkbox"/> <input type="checkbox"/>		DRUGS/ALCOHOL: In your opinion, was drugs or alcohol a factor to the accident				<input type="checkbox"/> <input type="checkbox"/>	
HUMAN FACTORS: Did any human factors such as, size or strength of person, etc., contribute to accident?				<input type="checkbox"/> <input type="checkbox"/>		b. WAS A WRITTEN JOB/ACTIVITY HAZARD ANALYSIS COMPLETED FOR TASK BEING PERFORMED AT TIME OF ACCIDENT? <input type="checkbox"/> YES <i>(If yes, attach a copy.)</i> <input type="checkbox"/> NO					
ENVIRONMENTAL FACTORS: Did heat, cold, dust, sun, glare, etc., contribute to the accident?				<input type="checkbox"/> <input type="checkbox"/>							
12. TRAINING											
a. WAS PERSON TRAINED TO PERFORM ACTIVITY/TASK? <input type="checkbox"/> YES <input type="checkbox"/> NO				b. TYPE OF TRAINING. <input type="checkbox"/> CLASSROOM <input type="checkbox"/> ON JOB				c. DATE OF MOST RECENT FORMAL TRAINING. (Month) (Day) (Year)			
13. FULLY EXPLAIN WHAT ALLOWED OR CAUSED THE ACCIDENT; INCLUDE DIRECT AND INDIRECT CAUSES <i>(See instruction for definition of direct and indirect causes.) (Use additional paper, if necessary)</i>											
a. DIRECT CAUSE See attached page.											
b. INDIRECT CAUSE(S) See attached page.											
14. ACTION(S) TAKEN, ANTICIPATED OR RECOMMENDED TO ELIMINATE CAUSE(S).											
DESCRIBE FULLY: See attached page.											
15. DATES FOR ACTIONS IDENTIFIED IN BLOCK 14.											
a. BEGINNING (Month/Day/Year)						b. ANTICIPATED COMPLETION (Month/Day/Year)					
c. SIGNATURE AND TITLE OF SUPERVISOR COMPLETING REPORT CORPS _____ CONTRACTOR _____						d. DATE (Mo/Da/Yr)		e. ORGANIZATION IDENTIFIER (Div, Br, Sect)			f. OFFICE SYMBOL
16. MANAGEMENT REVIEW (1st)											
a. <input type="checkbox"/> CONCUR b. <input type="checkbox"/> NON CONCUR c. COMMENTS											
SIGNATURE						TITLE				DATE	
17. MANAGEMENT REVIEW (2nd - Chief Operations, Construction, Engineering, etc.)											
a. <input type="checkbox"/> CONCUR b. <input type="checkbox"/> NON CONCUR c. COMMENTS											
SIGNATURE						TITLE				DATE	
18. SAFETY AND OCCUPATIONAL HEALTH OFFICE REVIEW											
a. <input type="checkbox"/> CONCUR b. <input type="checkbox"/> NON CONCUR c. ADDITIONAL ACTIONS/COMMENTS											
SIGNATURE						TITLE				DATE	
19. COMMAND APPROVAL											
COMMENTS											
COMMANDER SIGNATURE										DATE	

10.	ACCIDENT DESCRIPTION <i>(Continuation)</i>
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13a.	DIRECT CAUSE <i>(Continuation)</i>
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13b.

INDIRECT CAUSES *(Continuation)*

14.

ACTION(S) TAKEN, ANTICIPATED, OR RECOMMENDED TO ELIMINATE CAUSE(S) *(Continuation)*

GENERAL. Complete a separate report for each person who was injured, caused, or contributed to the accident (excluding uninjured personnel and witnesses). Use of this form for reporting USACE employee first-aid type injuries not submitted to the Office of Workers' Compensation Programs (OWCP) shall be at the discretion of the FOA commander. Please type or print legibly. Appropriate items shall be marked with an "X" in box(es). If additional space is needed, provide the information on a separate sheet and attach to the completed form. Ensure that these instructions are forwarded with the completed report to the designated management reviewers indicated in sections 16. and 17.

INSTRUCTIONS FOR SECTION 1 — ACCIDENT CLASSIFICATION. (Mark All Boxes That Are Applicable.)

- a. **GOVERNMENT.** Mark "CIVILIAN" box if accident involved government civilian employee; mark "MILITARY" box if accident involved U.S. military personnel.
 - (1) **INJURY/ILLNESS/FATALITY** — Mark if accident resulted in any government civilian employee injury, illness, or fatality that requires the submission of OWCP Forms CA-1 (injury), CA-2 (illness), or CA-6 (fatality) to OWCP; mark if accident resulted in military personnel lost-time or fatal injury or illness.
 - (2) **PROPERTY DAMAGE** — Mark the appropriate box if accident resulted in any damage of \$1000 or more to government property (including motor vehicles).
 - (3) **VEHICLE INVOLVED** — Mark if accident involved a motor vehicle, regardless of whether "INJURY/ILLNESS/FATALITY" or "PROPERTY DAMAGE" are marked.
 - (4) **DIVING ACTIVITY** — Mark if the accident involved an in-house USACE diving activity.
- b. **CONTRACTOR.**
 - (1) **INJURY/ILLNESS/FATALITY** — Mark if accident resulted in any contractor lost-time injury/illness or fatality.
 - (2) **PROPERTY DAMAGE** — Mark the appropriate box if accident resulted in any damage of \$1000 or more to contractor property (including motor vehicles).
 - (3) **VEHICLE INVOLVED** — Mark if accident involved a motor vehicle, regardless of whether "INJURY/ILLNESS/FATALITY" or "PROPERTY DAMAGE" are marked.
 - (4) **DIVING ACTIVITY** — Mark if the accident involved a USACE Contractor diving activity.
- c. **PUBLIC.**
 - (1) **INJURY/ILLNESS/FATALITY** — Mark if accident resulted in public fatality or permanent total disability. (The "OTHER" box will be marked when requested by the FOA to report an unusual non-fatal public accident that could result in claims against the government or as otherwise directed by the FOA Commander).
 - (2) **VOID SPACE** — Make no entry.
 - (3) **VEHICLE INVOLVED** — Mark if accident resulted in a fatality to a member of the public and involved a motor vehicle, regardless of whether "INJURY/ILLNESS/FATALITY" is marked.
 - (4) **VOID SPACE** — Make no entry.

INSTRUCTIONS FOR SECTION 2 — PERSONAL DATA

- a. **NAME** — (MANDATORY FOR GOVERNMENT ACCIDENTS. OPTIONAL AT THE DISCRETION OF THE FOA COMMANDER FOR CONTRACTOR AND PUBLIC ACCIDENTS). Enter last name, first name, middle initial of person involved.
- b. **AGE** — Enter age.
- c. **SEX** — Mark appropriate box.
- d. **SOCIAL SECURITY NUMBER** — (FOR GOVERNMENT PERSONNEL ONLY) Enter the social security number (or other personal identification number if no social security number issued).
- e. **GRADE** — (FOR GOVERNMENT PERSONNEL ONLY) Enter pay grade. Example: O-6; E-7; WG-8; WS-12; GS-11; etc.

- f. **JOB SERIES/TITLE** — For government civilian employees enter the pay plan, full series number, and job title, e.g. GS-0810/Civil Engineer. For military personnel enter the primary military occupational specialty (PMOS), e.g., 15A30 or 11G50. For contractor employees enter the job title assigned to the injured person, e.g. carpenter, laborer, surveyor, etc.,
- g. **DUTY STATUS** — Mark the appropriate box.
 - (1) **ON DUTY** — Person was at duty station during duty hours or person was away from duty station during duty hours but on official business at time of the accident.
 - (2) **TDY** — Person was on official business, away from the duty station and with travel orders at time of accident. Line-of-duty investigation required.
 - (3) **OFF DUTY** — Person was not on official business at time of accident
- h. **EMPLOYMENT STATUS** — (FOR GOVERNMENT PERSONNEL ONLY) Mark the most appropriate box. If "OTHER" is marked, specify the employment status of the person.

INSTRUCTION FOR SECTION 3 — GENERAL INFORMATION

- a. **DATE OF ACCIDENT** — Enter the month, day, and year of accident.
- b. **TIME OF ACCIDENT** — Enter the local time of accident in military time. Example: 1430 hrs (not 2:30 p.m.).
- c. **EXACT LOCATION OF ACCIDENT** — Enter facts needed to locate the accident scene. (installation/project name, building number, street, direction and distance from closest landmark, etc.,).
- d. **CONTRACTOR NAME**
 - (1) **PRIME** — Enter the exact name (title of firm) of the prime contractor.
 - (2) **SUBCONTRACTOR** — Enter the name of any subcontractor involved in the accident.
- e. **CONTRACT NUMBER** — Mark the appropriate box to identify if contract is civil works, military, or other: if "OTHER" is marked, specify contract appropriation on line provided. Enter complete contract number of prime contract, e.g., DACW 09-85-C-0100.
- f. **TYPE OF CONTRACT** — Mark appropriate box. A/E means architect/engineer. If "OTHER" is marked, specify type of contract on line provided.
- g. **HAZARDOUS/TOXIC WASTE ACTIVITY (HTW)** — Mark the box to identify the HTW activity being performed at the time of the accident. For Superfund, DERP, and Installation Restoration Program (IRP) HTW activities include accidents that occurred during inventory, predesign, design, and construction. For the purpose of accident reporting, DERP Formerly Used DoD Site (FUDS) activities and IRP activities will be treated separately. For Civil Works O&M HTW activities mark the "OTHER" box.

INSTRUCTIONS FOR SECTION 4 — CONSTRUCTION ACTIVITIES

- a. **CONSTRUCTION ACTIVITY** — Select the most appropriate construction activity being performed at time of accident from the list below. Enter the activity name and place the corresponding code number identified in the box.

CONSTRUCTION ACTIVITY LIST

- | | |
|-------------------------|----------------------------|
| 1. MOBILIZATION | 14. ELECTRICAL |
| 2. SITE PREPARATION | 15. SCAFFOLDING/ACCESS |
| 3. EXCAVATION/TRENCHING | 16. MECHANICAL |
| 4. GRADING (EARTHWORK) | 17. PAINTING |
| 5. PIPING/UTILITIES | 18. EQUIPMENT/MAINTENANCE |
| 6. FOUNDATION | 19. TUNNELING |
| 7. FORMING | 20. WAREHOUSING/STORAGE |
| 8. CONCRETE PLACEMENT | 21. PAVING |
| 9. STEEL ERECTION | 22. FENCING |
| 10. ROOFING | 23. SIGNING |
| 11. FRAMING | 24. LANDSCAPING/IRRIGATION |
| 12. MASONRY | 25. INSULATION |
| 13. CARPENTRY | 26. DEMOLITION |

- b. **TYPE OF CONSTRUCTION EQUIPMENT**—Select the equipment involved in the accident from the list below. Enter the name and place the corresponding code number identified in the box. If equipment is not included below, use code 24, "OTHER", and write in specific type of equipment.

CONSTRUCTION EQUIPMENT

- | | |
|------------------------------------|--------------------------------|
| 1. GRADER | 13. DUMP TRUCK (OFF HIGHWAY) |
| 2. DRAGLINE | 14. TRUCK (OTHER) |
| 3. CRANE (ON VESSEL/BARGE) | 15. FORKLIFT |
| 4. CRANE (TRACKED) | 16. BACKHOE |
| 5. CRANE (RUBBER TIRE) | 17. FRONT-END LOADER |
| 6. CRANE (VEHICLE MOUNTED) | 18. PILE DRIVER |
| 7. CRANE (TOWER) | 19. TRACTOR (UTILITY) |
| 8. SHOVEL | 20. MANLIFT |
| 9. SCRAPER | 21. DOZER |
| 10. PUMP TRUCK (CONCRETE) | 22. DRILL RIG |
| 11. TRUCK (CONCRETE/TRANSIT MIXER) | 23. COMPACTOR/VIBRATORY ROLLER |
| 12. DUMP TRUCK (HIGHWAY) | 24. OTHER |

INSTRUCTIONS FOR SECTION 5—INJURY/ILLNESS INFORMATION

- a. **SEVERITY OF INJURY / ILLNESS** - Reference para 2-10 of USACE Suppl 1 to AR 385-40 and enter code and description from list below.

NOI NO INJURY
 FAT FATALITY
 PTL PERMANENT TOTAL DISABILITY
 PPR PERMANENT PARTIAL DISABILITY
 LWD LOST WORKDAY CASE INVOLVING DAYS AWAY FROM WORK
 NLW RECORDABLE CASE WITHOUT LOST WORKDAYS
 RFA RECORDABLE FIRST AID CASE
 NRI NON-RECORDABLE INJURY

- b. **ESTIMATED DAYS LOST**—Enter the estimated number of workdays the person will lose from work.
- c. **ESTIMATED DAYS HOSPITALIZED**—Enter the estimated number of workdays the person will be hospitalized.
- d. **ESTIMATED DAYS RESTRICTED DUTY**—Enter the estimated number of workdays the person, as a result of the accident, will not be able to perform all of their regular duties.
- e. **BODY PART AFFECTED**—Select the most appropriate primary and when applicable, secondary body part affected from the list below. Enter body part name on line and place the corresponding code letters identifying that body part in the box.

GENERAL BODY AREA	CODE	BODY PART NAME
ARM/WRIST	AB	ARM AND WRIST
	AS	ARM OR WRIST
TRUNK, EXTERNAL MUSCULATURE	B1	SINGLE BREAST
	B2	BOTH BREASTS
	B3	SINGLE TESTICLE
	B4	BOTH TESTICLES
	BA	ABDOMEN
	BC	CHEST
	BL	LOWER BACK
	BP	PENIS
	BS	SIDE
	BU	UPPER BACK
	BW	WAIST
	BZ	TRUNK OTHER
HEAD, INTERNAL	C1	SINGLE EAR INTERNAL
	C2	BOTH EARS INTERNAL
	C3	SINGLE EYE INTERNAL
	C4	BOTH EYES INTERNAL
	CB	BRAIN
	CC	CRANIAL BONES
	CD	TEETH
	CJ	JAW
	CL	THROAT, LARYNX
	CM	MOUTH

ELBOW

FINGER

TOE

HEAD, EXTERNAL

KNEE

LEG, HIP, ANKLE, BUTTOCK

HAND

FOOT

TRUNK, BONES

SHOULDER

THUMB

TRUNK, INTERNAL ORGANS

CN	NOSE
CR	THROAT, OTHER
CT	TONGUE
CZ	HEAD OTHER INTERNAL
EB	BOTH ELBOWS
ES	SINGLE ELBOW
F1	FIRST FINGER
F2	BOTH FIRST FINGERS
F3	SECOND FINGER
F4	BOTH SECOND FINGERS
F5	THIRD FINGER
F6	BOTH THIRD FINGERS
F7	FOURTH FINGER
F8	BOTH FOURTH FINGERS
G1	GREAT TOE
G2	BOTH GREAT TOES
G3	TOE OTHER
G4	TOES OTHER
H1	EYE EXTERNAL
H2	BOTH EYES EXTERNAL
H3	EAR EXTERNAL
H4	BOTH EARS EXTERNAL
HC	CHIN
HF	FACE
HK	NECK/THROAT
HM	MOUTH/LIPS
HN	NOSE
HS	SCALP
KB	BOTH KNEES
KS	KNEE
LB	BOTH LEGS/HIPS/ANKLES/BUTTOCKS
LS	SINGLE LEG/HIP/ANKLE/BUTTOCK
MB	BOTH HANDS
MS	SINGLE HAND
PB	BOTH FEET
PS	SINGLE FOOT
R1	SINGLE COLLAR BONE
R2	BOTH COLLAR BONES
R3	SHOULDER BLADE
R4	BOTH SHOULDER BLADES
RB	RIB
RS	STERNUM (BREAST BONE)
RV	VERTEBRAE (SPINE; DISC)
RZ	TRUNK BONES OTHER
SB	BOTH SHOULDERS
SS	SINGLE SHOULDER
TB	BOTH THUMBS
TS	SINGLE THUMB
V1	LUNG, SINGLE
V2	LUNGS, BOTH
V3	KIDNEY, SINGLE
V4	KIDNEYS, BOTH
VH	HEART
VL	LIVER
VR	REPRODUCTIVE ORGANS
VS	STOMACH
VV	INTESTINES
VZ	TRUNK, INTERNAL; OTHER

- f. **NATURE OF INJURY/ILLNESS** - Select the most appropriate nature of injury / illness from the list below. This nature of injury / illness shall correspond to the primary body part selected in 5e, above. Enter the nature of injury / illness name on the line and place the corresponding CODE letters in the box provided.

* The injury or condition selected below must be caused by a specific incident or event which occurred during a single work day or shift.

GENERAL NATURE CATEGORY	CODE	NATURE OF INJURY NAME
*TRAUMATIC INJURY OR DISABILITY	TA	AMPUTATION
	TB	BACK STRAIN.
	TC	CONTUSION; BRUISE; ABRASION
	TD	DISLOCATION
	TF	FRACTURE
	TH	HERNIA
	TK	CONCUSSION
	TL	LACERATION, CUT
	TP	PUNCTURE
	TS	STRAIN, MULTIPLE
	TU	BURN, SCALD, SUNBURN
	TI	TRAUMATIC SKIN DISEASES/ CONDITIONS INCLUDING DERMATITIS
	TR	TRAUMATIC RESPIRATORY DISEASE
	TQ	TRAUMATIC FOOD POISONING
	TW	TRAUMATIC TUBERCULOSIS
	TX	TRAUMATIC VIROLOGICAL/ INFECTIVE/PARASITIC DISEASE
	T1	TRAUMATIC CEREBRAL VASCULAR CONDITION/STROKE
	T2	TRAUMATIC HEARING LOSS
	T3	TRAUMATIC HEART CONDITION
	T4	TRAUMATIC MENTAL DISORDER; STRESS; NERVOUS CONDITION
	T8	TRAUMATIC INJURY — OTHER (EXCEPT DISEASE, ILLNESS)

**A nontraumatic physiological harm or loss of capacity produced by systemic infection; continued or repeated stress or strain; exposure to toxins, poisons, fumes, etc.; or other continued and repeated exposures to conditions of the work environment over a long period of time. For practical purposes, an occupational illness/disease or disability is any reported condition which does not meet the definition of traumatic injury or disability as described above.

GENERAL NATURE CATEGORY	CODE	NATURE OF INJURY NAME
**NON-TRAUMATIC ILLNESS/DISEASE OR DISABILITY		
RESPIRATORY DISEASE	RA	ASBESTOSIS
	RB	BRONCHITIS
	RE	EMPHYSEMA
	RP	PNEUMOCOINOSIS
	RS	SILICOSIS
	R9	RESPIRATORY DISEASE, OTHER
VIROLOGICAL, INFECTIVE & PARASITIC DISEASES	VB	BRUCELLOSIS
	VC	COCCIDIOMYCOSIS
	VF	FOOD POISONING
	VH	HEPATITIS
	VM	MALARIA
	VS	STAPHYLOCOCCUS
	VT	TUBERCULOSIS
	V9	VIROLOGICAL/INFECTIVE/ PARASITIC—OTHER
DISABILITY, OCCUPATIONAL	DA	ARTHRITIS, BURSITIS
	DB	BACK STRAIN, BACK SPRAIN
	DC	CEREBRAL VASCULAR CONDITION; STROKE
	DD	ENDEMIC DISEASE (OTHER THAN CODE TYPES R&S)
	DE	EFFECT OF ENVIRONMENTAL CONDITION
	DH	HEARING LOSS
	DK	HEART CONDITION
	DM	MENTAL DISORDER, EMOTIONAL STRESS NERVOUS CONDITION
	DR	RADIATION
	DS	STRAIN, MULTIPLE
	DU	ULCER
	DV	OTHER VASCULAR CONDITIONS
	D9	DISABILITY, OTHER

GENERAL NATURE CATEGORY	CODE	NATURE OF INJURY NAME
SKIN DISEASE OR CONDITION	SB	BIOLOGICAL
	SC	CHEMICAL
	S9	DERMATITIS, UNCLASSIFIED

g. TYPE AND SOURCE OF INJURY/ILLNESS (CAUSE) - Type and Source Codes are used to describe what caused the incident. The Type Code stands for an ACTION and the Source Code for an OBJECT or SUBSTANCE. Together, they form a brief description of how the incident occurred. Where there are two different sources, code the initiating source of the incident (see example 1, below). Examples:

- (1) An employee tripped on carpet and struck his head on a desk.
TYPE: 210 (fell on same level) SOURCE: 0110 (walking/working surface)
NOTE: This example would NOT be coded 120 (struck against) and 0140 (furniture).
- (2) A Park Ranger contracted dermatitis from contact with poison ivy/oak.
TYPE: 510 (contact) SOURCE: 0920 (plant)
- (3) A lock and dam mechanic punctured his finger with a metal sliver while grinding a turbine blade.
TYPE: 410 (punctured by) SOURCE: 0830 (metal)
- (4) An employee was driving a government vehicle when it was struck by another vehicle..
TYPE: 800 (traveling in) SOURCE: 0421 (government-owned vehicle, as driver)

NOTE: The Type Code 800, "Traveling In" is different from the other type codes in that its function is not to identify factors contributing to the injury or fatality, but rather to collect data on the type of vehicle the employee was operating or traveling in at the time of the incident.

Select the most appropriate TYPE and SOURCE identifier from the list below and enter the name on the line and the corresponding code in the appropriate box.

CODE	TYPE OF INJURY NAME
	STRUCK
0110	STRUCK BY
0111	STRUCK BY FALLING OBJECT
0120	STRUCK AGAINST
	FELL, SLIPPED, TRIPPED
0210	FELL ON SAME LEVEL
0220	FELL ON DIFFERENT LEVEL
0230	SLIPPED, TRIPPED (NO FALL)
	CAUGHT
0310	CAUGHT ON
0320	CAUGHT IN
0330	CAUGHT BETWEEN
	PUNCTURED, LACERATED
0410	PUNCTURED BY
0420	CUT BY
0430	STUNG BY
0440	BITTEN BY
	CONTACTED
0510	CONTACTED WITH (INJURED PERSON MOVING)
0520	CONTACTED BY (OBJECT WAS MOVING)
	EXERTED
0610	LIFTED, STRAINED BY (SINGLE ACTION)
0620	STRESSED BY (REPEATED ACTION)
	EXPOSED
0710	INHALED
0720	INGESTED
0730	ABSORBED
0740	EXPOSED TO
0800	TRAVELING IN
CODE	SOURCE OF INJURY NAME
0100	BUILDING OR WORKING AREA
0110	WALKING/WORKING SURFACE (FLOOR, STREET, SIDEWALKS, ETC)
0120	STAIRS, STEPS
0130	LADDER
0140	FURNITURE, FURNISHINGS, OFFICE EQUIPMENT
0150	BOILER, PRESSURE VESSEL
0160	EQUIPMENT LAYOUT (ERGONOMIC)
0170	WINDOWS, DOORS
0180	ELECTRICITY

CODE	SOURCE OF INJURY NAME
0200	ENVIRONMENTAL CONDITION
0210	TEMPERATURE EXTREME (INDOOR)
0220	WEATHER (ICE, RAIN, HEAT, ETC.)
0230	FIRE, FLAME, SMOKE (NOT TOBACCO)
0240	NOISE
0250	RADIATION
0260	LIGHT
0270	VENTILATION
0271	TOBACCO SMOKE
0280	STRESS (EMOTIONAL)
0290	CONFINED SPACE
0300	MACHINE OR TOOL
0310	HAND TOOL (POWERED: SAW, GRINDER, ETC.)
0320	HAND TOOL (NONPOWERED)
0330	MECHANICAL POWER TRANSMISSION APPARATUS
0340	GUARD, SHIELD (FIXED, MOVEABLE, INTERLOCK)
0350	VIDEO DISPLAY TERMINAL
0360	PUMP, COMPRESSOR, AIR PRESSURE TOOL
0370	HEATING EQUIPMENT
0380	WELDING EQUIPMENT
0400	VEHICLE
0411	AS DRIVER OF PRIVATELY OWNED/RENTAL VEHICLE
0412	AS PASSENGER OF PRIVATELY OWNED/RENTAL VEHICLE
0421	DRIVER OF GOVERNMENT VEHICLE
0422	PASSENGER OF GOVERNMENT VEHICLE
0430	COMMON CARRIER (AIRLINE, BUS, ETC.)
0440	AIRCRAFT (NOT COMMERCIAL)
0450	BOAT, SHIP, BARGE
0500	MATERIAL HANDLING EQUIPMENT
0510	EARTHMOVER (TRACTOR, BACKHOE, ETC.)
0520	CONVEYOR (FOR MATERIAL AND EQUIPMENT)
0530	ELEVATOR, ESCALATOR, PERSONNEL HOIST
0540	HOIST, SLING CHAIN, JACK
0550	CRANE
0551	FORKLIFT
0560	HANDTRUCK, DOLLY
0600	DUST, VAPOR, ETC.
0610	DUST (SILICA, COAL, ETC.)
0620	FIBERS
0621	ASBESTOS
0630	GASES
0631	CARBON MONOXIDE
0640	MIST, STEAM, VAPOR, FUME
0641	WELDING FUMES
0650	PARTICLES (UNIDENTIFIED)
0700	CHEMICAL, PLASTIC, ETC.
0711	DRY CHEMICAL—CORROSIVE
0712	DRY CHEMICAL—TOXIC
0713	DRY CHEMICAL—EXPLOSIVE
0714	DRY CHEMICAL—FLAMMABLE
0721	LIQUID CHEMICAL—CORROSIVE
0722	LIQUID CHEMICAL—TOXIC
0723	LIQUID CHEMICAL—EXPLOSIVE
0724	LIQUID CHEMICAL—FLAMMABLE
0730	PLASTIC
0740	WATER
0750	MEDICINE
0800	INANIMATE OBJECT
0810	BOX, BARREL, ETC.
0820	PAPER
0830	METAL ITEM, MINERAL
0831	NEEDLE
0840	GLASS
0850	SCRAP, TRASH
0860	WOOD
0870	FOOD
0880	CLOTHING, APPAREL, SHOES
0900	ANIMATE OBJECT
0911	DOG
0912	OTHER ANIMAL
0920	PLANT
0930	INSECT
0940	HUMAN (VIOLENCE)
0950	HUMAN (COMMUNICABLE DISEASE)
0960	BACTERIA, VIRUS (NOT HUMAN CONTACT)

CODE	SOURCE OF INJURY NAME
1000	PERSONAL PROTECTIVE EQUIPMENT
1010	PROTECTIVE CLOTHING, SHOES, GLASSES, GOGGLES
1020	RESPIRATOR, MASK
1021	DIVING EQUIPMENT
1030	SAFETY BELT, HARNESS
1040	PARACHUTE

INSTRUCTIONS FOR SECTION 6 — PUBLIC FATALITY

- a. **ACTIVITY AT TIME OF ACCIDENT**—Select the activity being performed at the time of the accident from the list below. Enter the activity name on the line and the corresponding number in the box. If the activity performed is not identified on the list, select from the *most* appropriate primary activity area (water related, non-water related or other activity), the code number for "Other", and write in the activity being performed at the time of the accident.

WATER RELATED RECREATION

- | | |
|-----------------------------------|--|
| 1. Sailing | 9. Swimming/designated area |
| 2. Boating—powered | 10. Swimming/other area |
| 3. Boating—unpowered | 11. Underwater activities (skin diving, scuba, etc.) |
| 4. Water skiing | 12. Wading |
| 5. Fishing from boat | 13. Attempted rescue |
| 6. Fishing from bank dock or pier | 14. Hunting from boat |
| 7. Fishing while wading | 15. Other |
| 8. Swimming/supervised area | |

NON-WATER RELATED RECREATION

- | | |
|--|---|
| 16. Hiking and walking | 23. Sports/summer (baseball, football, etc.) |
| 17. Climbing (general) | 24. Sports/winter (skiing, sledding, snowmobiling etc.) |
| 18. Camping/picnicking authorized area | 25. Cycling (bicycle, motorcycle, scooter) |
| 19. Camping/picnicking unauthorized area | 26. Gliding |
| 20. Guided tours | 27. Parachuting |
| 21. Hunting | 28. Other non-water related |
| 22. Playground equipment | |

OTHER ACTIVITIES

- | | |
|--|----------------------------------|
| 29. Unlawful acts (fights, riots, vandalism, etc.) | 33. Sleeping |
| 30. Food preparation/serving | 34. Pedestrian struck by vehicle |
| 31. Food consumption | 35. Pedestrian other acts |
| 32. Housekeeping | 36. Suicide |
| | 37. "Other" activities |

- b. **PERSONAL FLOTATION DEVICE USED**—If fatality was water-related was the victim wearing a person flotation device? Mark the appropriate box.

INSTRUCTIONS FOR SECTION 7—MOTOR VEHICLE ACCIDENT

- a. **TYPE OF VEHICLE**—Mark appropriate box for each vehicle involved. If more than one vehicle of the same type is involved, mark both halves of the appropriate box. USACE vehicle(s) involved shall be marked in left half of appropriate box.

- b. **TYPE OF COLLISION**—Mark appropriate box.

- c. **SEAT BELT**—Mark appropriate box.

INSTRUCTIONS FOR SECTION 8—PROPERTY/MATERIAL INVOLVED

- a. **NAME OF ITEM**—Describe all property involved in accident. Property/material involved means material which is damaged or whose use or misuse contributed to the accident. Include the name, type, model; also include the National Stock Number (NSN) whenever applicable.
- b. **OWNERSHIP**—Enter ownership for each item listed. (Enter one of the following: *USACE; OTHER GOVERNMENT; CONTRACTOR; PRIVATE*)
- c. **\$ AMOUNT OF DAMAGE**—Enter the total estimated dollar amount of damage (parts and labor), if any.

INSTRUCTIONS FOR SECTION 9—VESSEL/ FLOATING PLANT ACCIDENT

- a. TYPE OF VESSEL/FLOATING PLANT—Select the most appropriate vessel/floating plant from list below. Enter name and place corresponding number in box. If item is not listed below, enter item number for "OTHER" and write in specific type of vessel/floating plant.

VESSEL/FLOATING PLANTS

- | | |
|------------------------|-----------------------------|
| 1. ROW BOAT | 7. DREDGE/DIPPER |
| 2. SAIL BOAT | 8. DREDGE/CLAMSHELL, BUCKET |
| 3. MOTOR BOAT | 9. DREDGE/PIPE LINE |
| 4. BARGE | 10. DREDGE/DUST PAN |
| 5. DREDGE/HOPPER | 11. TUG BOAT |
| 6. DREDGE/SIDE CASTING | 12. OTHER |

- b. COLLISION/MISHAP—Select from the list below the object(s) that contributed to the accident or were damaged in the accident.

COLLISION/MISHAP

- | | |
|-----------------------------|-----------------------|
| 1. COLLISION W/OTHER VESSEL | 7. HAULAGE UNIT |
| 2. UPPER GUIDE WALL | 8. BREAKING TOW |
| 3. UPPER LOCK GATES | 9. TOW BREAKING UP |
| 4. LOCK WALL | 10. SWEEP DOWN ON DAM |
| 5. LOWER LOCK GATES | 11. BUOY/DOLPHIN/CELL |
| 6. LOWER GUIDE WALL | 12. WHARF OR DOCK |
| | 13. OTHER |

INSTRUCTIONS FOR SECTION 10—ACCIDENT DESCRIPTION

DESCRIBE ACCIDENT—Fully describe the accident. Give the sequence of events that describe what happened leading up to and including the accident. Fully identify personnel and equipment involved and their role(s) in the accident. Ensure that relationships between personnel and equipment are clearly specified. Continue on blank sheets if necessary and attach to this report.

INSTRUCTIONS FOR SECTION 11—CAUSAL FACTORS

- a. Review thoroughly. Answer each question by marking the appropriate block. If any answer is yes, explain in item 13 below. Consider, as a minimum, the following:

- (1) DESIGN—Did inadequacies associated with the building or work site play a role? Would an improved design or layout of the equipment or facilities reduce the likelihood of similar accidents? Were the tools or other equipment designed and intended for the task at hand?
- (2) INSPECTION/MAINTENANCE—Did inadequately or improperly maintained equipment, tools, workplace, etc. create or worsen any hazards that contributed to the accident? Would better equipment, facility, work site or work activity inspections have helped avoid the accident?
- (3) PERSON'S PHYSICAL CONDITION—Do you feel that the accident would probably not have occurred if the employee was in "good" physical condition? If the person involved in the accident had been in better physical condition, would the accident have been less severe or avoided altogether? Was over exertion a factor?
- (4) OPERATING PROCEDURES—Did a lack of or inadequacy within established operating procedures contribute to the accident? Did any aspect of the procedures introduce any hazard to, or increase the risk associated with the work process? Would establishment or improvement of operating procedures reduce the likelihood of similar accidents?
- (5) JOB PRACTICES—Were any of the provisions of the Safety and Health Requirements Manual (EM 385-1-1) violated? Was the task being accomplished in a manner which was not in compliance with an established job hazard analysis or activity hazard analysis? Did any established job practice (including EM 385-1-1) fail to adequately address the task or work process? Would better job practices improve the safety of the task?

- (6) HUMAN FACTORS—Was the person under undue stress (either internal or external to the job)? Did the task tend toward overloading the capabilities of the person; i.e., did the job require tracking and reacting to many external inputs such as displays, alarms, or signals? Did the arrangement of the workplace tend to interfere with efficient task performance? Did the task require reach, strength, endurance, agility, etc., at or beyond the capabilities of the employee? Was the work environment ill-adapted to the person? Did the person need more training, experience, or practice in doing the task? Was the person inadequately rested to perform safely?
- (7) ENVIRONMENTAL FACTORS—Did any factors such as moisture, humidity, rain, snow, sleet, hail, ice, fog, cold, heat, sun, temperature changes, wind, tides, floods, currents, dust, mud, glare, pressure changes, lightning, etc., play a part in the accident?
- (8) CHEMICAL AND PHYSICAL AGENT FACTORS—Did exposure to chemical agents (either single shift exposure or long-term exposure) such as dusts, fibers (asbestos, etc.), silica, gases (carbon monoxide, chlorine, etc.), mists, steam, vapors, fumes, smoke, other particulates, liquid or dry chemicals that are corrosive, toxic, explosive or flammable, by-products of combustion or physical agents such as noise, ionizing radiation, non-ionizing radiation (UV radiation created during welding, etc.) contribute to the accident/incident?
- (9) OFFICE FACTORS—Did the fact that the accident occurred in an office setting or to an office worker have a bearing on its cause? For example, office workers tend to have less experience and training in performing tasks such as lifting office furniture. Did physical hazards within the office environment contribute to the hazard?
- (10) SUPPORT FACTORS—Was the person using an improper tool for the job? Was inadequate time available or utilized to safely accomplish the task? Were less than adequate personnel resources (in terms of employee skills, number of workers, and adequate supervision) available to get the job done properly? Was funding available, utilized, and adequate to provide proper tools, equipment, personnel, site preparation, etc?
- (11) PERSONAL PROTECTIVE EQUIPMENT—Did the person fail to use appropriate personal protective equipment (gloves, eye protection, hard-toed shoes, respirator, etc.) for the task or environment? Did protective equipment provided or worn fail to provide adequate protection from the hazard(s)? Did lack of or inadequate maintenance of protective gear contribute to the accident?
- (12) DRUGS/ALCOHOL—Is there any reason to believe the person's mental or physical capabilities, judgement, etc., were impaired or altered by the use of drugs or alcohol? Consider the effects of prescription medicine and over the counter medications as well as illicit drug use. Consider the effect of drug or alcohol induced "hangovers".

- b. WRITTEN JOB/ACTIVITY HAZARD ANALYSIS—Was a written Job/Activity Hazard Analysis completed for the task being performed at the time of the accident? Mark the appropriate box. *If one was performed, attach a copy of the analysis to the report.*

INSTRUCTIONS FOR SECTION 12—TRAINING

- a. WAS PERSON TRAINED TO PERFORM ACTIVITY/TASK?—For the purpose of this section "trained" means the person has been provided the necessary information (either formal and/or on-the-job (OJT) training) to competently perform the activity/task in a safe and healthful manner.
- b. TYPE OF TRAINING—Mark the appropriate box that best indicates the type of training; (classroom or on-the-job) that the injured person received before the accident happened.
- c. DATE OF MOST RECENT TRAINING—Enter the month, day, and year of the last *formal* training completed that covered the activity-task being performed at the time of the accident.

INSTRUCTIONS FOR SECTION 13—CAUSES

- a. **DIRECT CAUSES**—The direct cause is that single factor which most directly lead to the accident. See examples below.
- b. **INDIRECT CAUSES**—Indirect causes are those factors which contributed to but did not directly initiate the occurrence of the accident.

Examples for section 13:

- a. Employee was dismantling scaffold and fell 12 feet from unguarded opening.
Direct cause: failure to provide fall protection at elevation.
Indirect causes: failure to enforce USACE safety requirements; improper training/motivation of employee (possibility that employee was not knowledgeable of USACE fall protection requirements or was lax in his attitude towards safety); failure to ensure provision of positive fall protection whenever elevated; failure to address fall protection during scaffold dismantling in phase hazard analysis.
- b. Private citizen had stopped his vehicle at intersection for red light when vehicle was struck in rear by USACE vehicle. (note USACE vehicle was in proper/safe working condition).
Direct cause: failure of USACE driver to maintain control of and stop USACE vehicle within safe distance.
Indirect cause: Failure of employee to pay attention to driving (defensive driving).

INSTRUCTIONS FOR SECTION 14—ACTION TO ELIMINATE CAUSE(S)

DESCRIPTION—Fully describe all the actions taken, anticipated, and recommended to eliminate the cause(s) and prevent reoccurrence of similar accidents/illnesses. Continue on blank sheets of paper if necessary to fully explain and attach to the completed report form.

INSTRUCTIONS FOR SECTION 15—DATES FOR ACTION

- a. **BEGIN DATE**—Enter the date when the corrective action(s) identified in Section 14 will begin.
- b. **COMPLETE DATE**—Enter the date when the corrective action(s) identified in Section 14 will be completed.
- c. **TITLE AND SIGNATURE**—Enter the title and signature of supervisor completing the accident report. For a **GOVERNMENT** employee accident/illness the immediate supervisor will complete and sign the report. For **PUBLIC** accidents the USACE Project Manager/Area Engineer responsible for the USACE property where the accident happened shall complete and sign the report. For **CONTRACTOR** accidents the Contractor's project manager shall complete and sign the report and provide to the USACE supervisor responsible for oversight of that contractor activity. This USACE Supervisor shall also sign the report. Upon entering the information required in 15.d, 15.e and 15.f below, the responsible USACE supervisor shall forward the report for management review as indicated in Section 16.
- d. **DATE SIGNED**—Enter the month, day, and year that the report was signed by the responsible supervisor.
- e. **ORGANIZATION NAME**—For **GOVERNMENT** employee accidents enter the USACE organization name (Division, Branch, Section, etc.) of the injured employee. For **PUBLIC** accidents enter the USACE organization name for the person identified in block 15.c. For **CONTRACTOR** accidents enter the USACE organization name for the USACE office responsible for providing contract administration oversight.

- f. **OFFICE SYMBOL**—Enter the latest complete USACE Office Symbol for the USACE organization identified in block 15.e.

INSTRUCTIONS FOR SECTION 16—MANAGEMENT REVIEW (1st)

1ST REVIEW—Each USACE FOA shall determine who will provide 1st management review. The responsible USACE supervisor in section 15.c shall forward the completed report to the USACE office designated as the 1st Reviewer by the FOA. Upon receipt, the Chief of the Office shall review the completed report, mark the appropriate box, provide substantive comments, sign, date, and forward to the FOA Staff Chief (2nd review) for review and comment.

INSTRUCTIONS FOR SECTION 17—MANAGEMENT REVIEW (2nd)

2ND REVIEW—The FOA Staff Chief (i.e., FOA Chief of Construction, Operations, Engineering, Planning, etc.) shall mark the appropriate box, review the completed report, provide substantive comments, sign, date, and return to the FOA Safety and Occupational Health Office.

INSTRUCTIONS FOR SECTION 18—SAFETY AND OCCUPATIONAL HEALTH REVIEW

3RD REVIEW—The FOA Safety and Occupational Health Office shall review the completed report, mark the appropriate box, ensure that any inadequacies, discrepancies, etc. are rectified by the responsible supervisor and management reviewers, provide substantive comments, sign, date and forward to the FOA Commander for review, comment, and signature.

INSTRUCTION FOR SECTION 19—COMMAND APPROVAL

4TH REVIEW—The FOA Commander shall (to include the person designated Acting Commander in his absence) review the completed report, comment if required, sign, date, and forward the report to the FOA Safety and Occupational Health Office. Signature authority shall not be delegated.

ATTACHMENT 4

CORPS OF ENGINEERS FIRST AID CASE HISTORY REPORT (SAW FORM 618)

ATTACHMENT 5

CONTRACTOR MONTHLY EXPOSURE MAN-HOUR REPORT (SAW FORM 648)

Contractor Monthly Exposure Man-hour Report

Contractor: _____

Contractor No.: _____

Month: _____ Year: _____

Month: _____ Year: _____

TO: US Army Engineer District
Attn.: Safety Office
PO Box 1890
Wilmington, NC 28402-1890

FAX No. (910) 251-4583

Instructions to Contractors: On a monthly basis the prime contractor must report to the district Safety Office the total man-hours worked on a contract. The total should include hourly wage workers, supervisory, and salaried personnel. Similar totals should also be indicated for subcontractor personnel. This report is in addition to other labor reports required under the contract. Report to Safety Office is due on the **Fifth** workday of the following month.

(REF: EM385-1-1(3 Sep 96), para. 01.D.04, d.)

<u>CONTRACTOR NAME</u>	<u>MAN-HOURS</u>
------------------------	------------------

<u>CONTRACTOR NAME</u>	<u>MAN-HOURS</u>
------------------------	------------------

ATTACHMENT 6

APPENDIX DD RISK MANAGEMENT (23 September 2000)

APPENDIX DD RISK MANAGMENT

1. Purpose. This appendix establishes policy and procedures for implementing the Risk Management Process into safety for all activities accomplished by government and contractor forces within the Wilmington District.

2. References.

a. EM 385-1-1, U.S. Army Corps of Engineers, Safety and Health Requirements Manual. Sep 96

b. AR 385-10, Department of the Army, Army Safety Program.
Feb 00

c. FM 100-14, Risk Management. Apr 98

3. General. Risk management is the process of identifying, assessing and controlling risks arising from operational factors and making decisions that balance risk costs with mission benefits. Proficiency in applying risk management is critical in reducing injuries, illness or death of personnel, damage or loss of equipment or property, and damage to the environment.

a. Risk Management is fundamental in developing a confident and competent workforce. Risk management should be integrated into every task that is undertaken.

b. All government employees, including new employees, will be chain taught the risk management process.

c. **Risk Management is not a substitute for applicable safety regulations and does not justify bypassing risk controls required by law.**

d. Risk management assists in complying with regulatory and legal requirements by:

- (1) Identifying applicable legal standards that affect the mission or activity.

(2) Identifying alternate courses of action (COAs), standards, or SOPs that meet the intent of regulatory and legal requirements.

(3) Ensuring better use of limited resources through establishing priorities to correct known hazardous conditions.

4. Definitions.

a. Hazard. An actual or potential condition that can cause injury, illness, or death of personnel, damage to or loss of equipment, and property, or damage to the environment.

b. Risk. Risk is the probability and severity of loss from exposure to a hazard.

c. Risk Assessment. Risk assessment is the probability and severity of a mishap that could result from the hazard and determines the exposure of personnel, equipment, property or the environment to that hazard.

5. The Risk Management Process.

a. Risk Management is a systematic five-step process that can be applied to all aspects of our work that identifies, assesses, and controls hazards.

b. Steps 1 and 2 together comprise the risk assessment. In Step 1, personnel identify the hazards that may be encountered in executing a mission, task, or activity. In Step 2, they determine the direct impact of each hazard on that mission, task, or activity. The risk assessment provides for enhanced situational awareness and the awareness allows management and personnel to take timely, efficient and protective measures to reduce or eliminate the potential for accidents.

c. Steps 3 through 5 are the essential follow-through actions to effectively manage risk. In these steps, appropriate actions are taken to reduce or eliminate risks. During execution, as well as during planning and execution, management continuously assesses the risk to the overall mission, task, or activity and evaluates the effectiveness of controls and provides lessons learned so that others may benefit from the experience.

6. The Five Steps Applied.

a. Step 1 - Identify hazards. The objective is to identify those hazards most likely to result in personal injury, damage to property, or the environment. The ability of personnel to identify hazards is key. One reality of any mission is the potential for a hazard for form while the mission is underway. Management and all personnel should be aware of this possibility. Complacency to the fact that existing controls may not continue to control hazards in rapidly changing situations should be viewed as a hazard in itself. Hazards are identified in the following manner:

- (1) Experience or lessons learned.
- (2) Brain storming.
- (3) Safety inspections.
- (4) Publications.
- (5) Accident information.
- (6) Scenario thinking - what if?

b. Step 2 - Assess hazards. This step completes the risk assessment. This step examines each hazard in terms of probability and severity to determine the risk level of one or more hazardous incidents that can result from exposure to the hazard. Assessing the hazards is conducted in three substeps.

(1) Substep A. Management and staff assess each hazard in relation to the probability of a hazardous incident. The probability levels estimated for each hazard may be based on the activity and frequency of a similar event. The five degrees of hazard probability are defined below (the letters in parentheses following each degree (A through E) provide a symbol for depicting probability):

- (a) **Frequent (A).** Occurs very often, continuously experienced.
- (b) **Likely (B).** Occurs several times.

- (c) **Occasional (C).** Occurs sporadically.
- (d) **Seldom (D).** Unlikely, but could occur at sometime.
- (e) **Unlikely (E).** Can assume it will not occur.

(2) Substep B. This substep addresses the severity of each hazard. It is expressed in terms of:

- (a) Degree of injury of illness.
- (b) Loss of or damage to equipment or property.
- (c) Environmental damage.

The degree of severity estimated for each hazard may be based on knowledge of the results of similar past events. The four degrees of hazard severity are defined below (the Roman numerals in parentheses following each degree (I through IV) provide a convenient symbol for depicting severity):

(d) **Catastrophic (I).** Death or permanent total disability, system loss, major damage, and significant property damage or mission failure.

(e) **Critical (II).** Permanent partial disability, temporary total disability in excess of 3 months, major system damage, significant property damage, or significant mission, task or activity degradation.

(f) **Marginal (III).** Minor injury, lost workday/lost time incident, minor system damage, minor property damage or mission, task, or activity degradation.

(g) **Negligible (IV).** First aid or minor medical treatment, minor system impairment or little/no impact on mission, task or activity accomplishment.

(3) Substep C. In this substep, management and staff expand what they understand about probable hazardous incidents into estimates of levels of risk for each identified hazard and an estimate of the overall risk for the operation. Estimating

risk follows from examining the outcomes of Substeps A and B, that is, both the probability and severity of hazardous incidents. Much depends on the use of tools such as:

- (a) Historical accident/injury data.
- (b) Intuitive analysis of the task.
- (c) Judgment.
- (d) Activity hazard analysis.

Uncertainty can arise in the assessment of both the probability and severity of a hazardous incident. Uncertainty results from unknowns about a situation; from incomplete, inaccurate, undependable, or contradictory information; and from unforeseen circumstances. Therefore, assessment of risk requires good judgment.

Annex I provides a standardized matrix that can be used to assist in this process. Management and staff enter the estimated degree of severity and probability for each hazard in Substeps A and B from the severity row and probability column, respectively. The point where the severity row and probability column intersects defines the level of risk. For example, if the hazard is estimated to have a *critical* severity (II) and a *likely* probability (B), the level of risk is high (H).

c. Step 3 - Develop controls and make risk decisions. Step 3 is accomplished in two substeps: develop controls and make risk decisions.

(1) Substep A – Develop controls. After assessing each hazard, management develops one or more controls that either eliminate the hazard or reduce the risk (probability and/or severity) of a hazardous incident. When developing controls, they consider the reason for the hazard, not just the hazard itself.

(a) Types of controls. Controls fall into five basic categories: safety regulations, engineering, educational, physical and avoidance.

(1) **Safety regulations. Compliance with all applicable safety regulations is required by law.**

(2) Engineering controls. These controls are implemented through the use of engineering (redesign), where feasible, to reduce or eliminate the hazards. New facilities should always use engineering to reduce or eliminate known hazards.

(3) Educational controls. These controls are based on the knowledge and skills of individuals. Effective control is implemented through individual and collective training that ensures performance to standard.

(4) Physical controls. These controls may take the form of barriers and guards or signs to warn individuals that a hazard exists. Additionally, special controller or oversight personnel responsible for locating specific hazards fall into this category.

(5) Avoidance. These controls are applied when management takes positive action to prevent contact with an identified hazard.

(b) Criteria for Controls. To be effective, each control must meet the following criteria:

(1) Suitability. It must remove the hazard to an acceptable level.

(2) Feasibility. The capability to implement the control must exist.

(3) Acceptability. The benefit gained by implementing the control must justify the cost in resources and time. The assessment of acceptability is largely subjective. Annex II gives criteria for determining acceptability of controls for each identified hazard.

Examples of controls:

- Control of hazardous energy (lockout/tagout), confined space entry programs.

- Engineering or designing to eliminate or control hazards.
- Selecting a COA or SOP that avoids identified hazards.
- Limiting the number of people and the amount of time they are exposed to hazards.
- Selecting personnel with appropriate mental, emotional, and physical capabilities.
- Providing protective clothing, equipment, and safety devices.

(c) Residual risk. Once management develops and accepts controls, residual risk associated with each hazard and the overall residual risk for the task is determined.

(1) Residual risk is the risk remaining after controls have been selected for the hazard. Residual risk is valid only if the controls for it are implemented. As controls for hazards are identified and selected, the hazards are reassessed as in Step 2 and the level of risk is then revised. This process is repeated until the level of residual risk is acceptable or cannot be further reduced.

(2) Overall residual risk of a task must be determined when more than one hazard is identified. The residual risk for each of these hazards may have a different level, depending on the assessed probability and severity of the hazardous incident. Overall residual mission risk should be determined based on the incident having the greatest residual risk. **Determining overall task risk by averaging the risks of hazards is not valid.** If one hazard has high risk, the overall residual risk of the mission is high, no matter how many moderate or low risk hazards are present.

(2) Substep B - Make risk decisions. A key element of the risk decision is determining if the risk is justified. Management, at the appropriate level, must compare the risk against the benefit. Management decides if controls are sufficient and acceptable and whether to accept the resulting

residual risk. If the determination is made that the risk level is too high, additional or alternate controls will have to be developed. The risk decision matrix (Annex III) can be used in the planning process to make risk decisions for non-routine missions, tasks or activities. For contractors, the decision matrix should be based on the company's organization structure.

d. Step 4 - Implement controls. Management must ensure that controls are in place that eliminate or reduce the hazards. Implementation methods include the following:

(1) Coordination and communication with all affected personnel prior to executing the task.

(2) Regulations and policy letters.

(3) Standard operating procedures (SOP's)

(4) Tool-box safety meetings.

(5) Activity hazard analysis.

(6) Orientation and training.

(7) Exercises.

e. Step 5 - Supervise and evaluate. During task preparation and execution, management must ensure that all understand how to execute risk controls. The effectiveness of the controls implemented should be continually evaluated and adjusted or updated as necessary.

(1) Supervise. Management must supervise task execution to ensure standards, and controls are enforced. Techniques may include spot-checks, inspections, situation reports, brief-backs, buddy checks and close supervision. During the task, management continuously monitors controls to ensure they remain effective.

Controls may be modified as needed to keep risk at an acceptable level. Management and individuals anticipate, identify, and assess new hazards to implement controls. They continually assess variable hazards such as fatigue, equipment serviceability, and the environment.

(2) Evaluate. After a task is complete, management and individuals evaluate how well the risk management process was executed. They determine how to:

- (a) Ensure that successes are continued to the next task.
- (b) Capture and disseminate lessons learned so that others may benefit from the experience.
- (c) Consider the effectiveness of the risk assessment in identifying and accurately assessing the probability and severity of hazards.
- (d) Determine whether the level of residual risk of each hazard and of the overall mission were accurately estimated.
- (e) Evaluate the effectiveness of each control in reducing or removing risk. Including whether controls were effectively communicated implemented and enforced.

Management and team members should determine, if applicable, why some controls were ineffective and what should be done when the hazard is encountered again. A control may be altered; the way it is implemented or supervised may be changed to make it effective; or a completely differently control may be more effective.

6. Examples. Examples of the Risk Management Process are contained in Annex IV.

ANNEX I
RISK ASSESSMENT MATRIX

RISK ASSESSMENT MATRIX

SEVERITY		PROBABILITY				
		Frequent	Likely	Occasional	Seldom	Unlikely
		A	B	C	D	E
Catastrophic	I	Extremely High		High		Low
Critical	II	High	High		Low	Negligible
Marginal	III	Medium	Medium		Low	
Negligible	IV	Low	Low			

CATASTROPHIC

Death or permanent total disability, total property of \$1,000,000 or more.

CRITICAL

Permanent partial disability, property damage of \$200,000, but less than \$1,000,000, or potential for 3 or more to be admitted to the hospital.

MARGINAL

Minor injury, lost workday incident, property damage between \$10,000 and \$200,000.

NELIGIBLE

First aid or minor medical treatment, property damage between \$2,000 and \$10,000.

FREQUENT

Occurs often or continuously experienced.

LIKELY

Occurs several times.

OCCASIONAL

Occurs sporadically

SELDOM

Unlikely, but could occur at some time.

UNLIKELY

Can assume it will not occur.

ANNEX II
CRITERIA FOR DETERMINING
ACCEPTABILITY OF CONTROLS

SUPPORT	Availability of adequate personnel and supplies necessary to implement suitable controls.
STANDARDS	Guidance and procedures for implementing a control are clear, practical, specific, and in compliance with applicable safety regulations.
TRAINING	Knowledge and skills are adequate to implement a control.
LEADERSHIP	Leaders are competent to implement a control.
TEAM MEMBER	Team members are sufficiently self-disciplined to implement a control.

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23 Sep 2000

ANNEX III
RISK DECISION MATRIX

RISK DECISION MATRIX

		PROBABILITY				
		Frequent	Likely	Occasional	Seldom	Unlikely
SEVERITY		A	B	C	D	E
Catastrophic	I	District Engineer		Division Chief		Supervisor
Critical	II					
Marginal	III	Ops Mgr/Res Engr		Supervisor		
Neglible	IV					

Notes: 1. The use of this matrix is optional for routine procedures.
 2. The use of this matrix is required for non-routine procedures.
 3. The use of this matrix is optional for contractors and it should be adjusted accordingly to fit their organizational structure

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ANNEX IV EXAMPLES

RISK MANAGEMENT WORKSHEET

A. Mission/Activity: Hydraulic Dredging Operations			B. Prepared By: Xxxx Y. Zzzzz		C. Date: 7 Sep 2000	
D. Task	E. Identify Hazards	F. Assess Hazards	G. Develop Controls	H. Determine Residual Risk	I. Implement Controls (How To)	
Transferring between floating plant	Drowning from falling overboard.	High (H)	<ul style="list-style-type: none"> All personnel and visitors are required to wear a Type III or better PFD. Advise all to wait for safe signal from boatman to embark/disembark. Wait until launch is completely against equipment before transferring. Transfers will be made on the lee side of the equipment. Transfers will be made during safe weather conditions with conditions being determined by the Captain. Prohibit jumping from one vessel to another. 	Low (L)	<p>SOP requiring that all personnel be briefed prior to commencement of work and visitors prior to visiting the site. Written SOP for embarking and disembarking. Enforcement.</p> <p>SOP requiring that all personnel be briefed prior to commencement of work and visitors prior to visiting the site. Written SOP for embarking and disembarking. Enforcement.</p>	
	Pinching between equipment.	High (H)		High (H)		
Sample					Sample	
J. EQUIPMENT TO BE USED Dredge and tending plant		K. INSPECTION REQUIREMENTS N/A		L. TRAINING REQUIREMENTS Indoctrination training, weekly safety meeting		
M. Determine overall activity/task risk level after controls are implemented (circle one) <div style="text-align: center;">LOW (L) MODERATE (M) HIGH (H) EXTREMELY HIGH (E)</div>						

RISK MANAGEMENT WORKSHEET

A. Mission/Activity: Hydraulic Dredging Operations			B. Prepared By: Xxxx Y. Zzzzz		C. Date: 7 Sep 2000	
D. Task	E. Identify Hazards	F. Assess Hazards	G. Develop Controls	H. Determine Residual Risk	I. Implement Controls (How To)	
Transferring between floating plant (cont)	Pinching between equipment (cont.)	High (H)	<ul style="list-style-type: none"> Use an anchored ladder to transfer between vessels where there is an elevated surface. When transferring between vessels over rubber tires, ensure that the deck and surface of the tires are free from oil, grease and other substances that could create a slippery condition. 	(H)	SOP requiring that all personnel be briefed prior to commencement of work and visitors prior to visiting the site. Written SOP for embarking and disembarking. Enforcement.	
J. EQUIPMENT TO BE USED Dredge and tending plant		K. INSPECTION REQUIREMENTS N/A		L. TRAINING REQUIREMENTS Indoctrination training, weekly safety meeting		
M. Determine overall activity/task risk level after controls are implemented (circle one) <div style="text-align: center;">LOW (L) MODERATE (M) HIGH (H) EXTREMELY HIGH (E)</div>						

RISK MANAGEMENT WORKSHEET

A. Mission/Activity: Hydraulic Dredging Operations			B. Prepared By: Xxxx Y. Zzzzz		C. Date: 7 Sep 2000
D. Task	E. Identify Hazards	F. Assess Hazards	G. Develop Controls	H. Determine Residual Risk	I. Implement Controls (How To)
Working in areas without guardrails.	Drowning as a result of falling overboard.	High (H)	<ul style="list-style-type: none"> Require all personnel working in areas without guardrails to wear a PFD. 	Low (L)	SOP requiring that all personnel be briefed prior to commencement of work and visitors prior to visiting the site. Written SOP directing when to wear PFDs. Enforcement.
Working in areas with guardrails.	Drowning as a result of falling overboard due to guardrail failure.	High (H)	<ul style="list-style-type: none"> Require all personnel working in areas with guardrails to wear a PFD. 	Low (L)	SOP requiring that all personnel be briefed prior to commencement of work and visitors prior to visiting the site. Written SOP directing when to wear PFDs. Enforcement.
J. EQUIPMENT TO BE USED Dredge and tending plant		K. INSPECTION REQUIREMENTS N/A		L. TRAINING REQUIREMENTS Indoctrination training, weekly safety meeting	
M. Determine overall activity/task risk level after controls are implemented (circle one) <div style="text-align: center;">LOW (L) MODERATE (M) HIGH (H) EXTREMELY HIGH (E)</div>					

RISK MANAGEMENT WORKSHEET

A. Mission/Activity: Hydraulic Dredging Operations			B. Prepared By: XXXX Y. ZZZZ		C. Date: 7 Sep 2000	
D. Task	E. Identify Hazards	F. Assess Hazards	G. Develop Controls	H. Determine Residual Risk	I. Implement Controls (How To)	
Sample	Hoisting Operations. (Deck cranes)	Wire rope failure. <ul style="list-style-type: none"> Property damage from dropped load. Personal injury from dropped load. 	<div style="display: flex; flex-direction: column; gap: 10px;"> <div> Low (L) Daily inspections of wire rope prior to crane use </div> <div> High (H) <ul style="list-style-type: none"> Daily inspections of wire rope prior to crane use. Require all personnel to stay clear of suspended load. Require all personnel to wear hard hats. </div> </div>	<div style="display: flex; flex-direction: column; gap: 10px;"> <div>Low (L)</div> <div>Moderate (M)</div> <div>Moderate (M)</div> <div>Moderate (M)</div> </div>	<div style="display: flex; flex-direction: column; gap: 10px;"> <div>SOP requiring that all wire rope be inspected daily by crane operator. Checklist to document inspection. Enforcement.</div> <div>SOP requiring that all wire rope be inspected daily by crane operator. Checklist to document inspection. Enforcement.</div> <div>SOP requiring the crane operator to warn personnel to stay clear of suspended loads. Enforcement.</div> <div>SOP requiring all personnel to wear hard hats. Enforcement.</div> </div>	
		Sling slipping off lifting hook. <ul style="list-style-type: none"> Property damage from dropped load Personal injury from dropped load. 	<div style="display: flex; flex-direction: column; gap: 10px;"> <div> Low (L) Ensure that lifting hook safety latch is in place prior to each lift. </div> <div> High (H) Ensure that lifting hook safety latch is in place prior to each lift. </div> </div>	<div style="display: flex; flex-direction: column; gap: 10px;"> <div>Low (L)</div> <div>Moderate (M)</div> </div>	<div style="display: flex; flex-direction: column; gap: 10px;"> <div>Training and SOP requiring personnel to ensure that safety latch is in place. Enforcement.</div> <div>Training and SOP requiring personnel to ensure that safety latch is in place. Enforcement.</div> </div>	
	J. EQUIPMENT TO BE USED Deck crane		K. INSPECTION REQUIREMENTS Annual/daily, prior to use.		L. TRAINING REQUIREMENTS Indoctrination training, weekly safety meeting	
	M. Determine overall activity/task risk level after controls are implemented (circle one) <div style="text-align: center;"> LOW (L) MODERATE (M) HIGH (H) EXTREMELY HIGH (E) </div>					

RISK MANAGEMENT WORKSHEET

A. Mission/Activity: Hydraulic Dredging Operations			B. Prepared By: Xxxx Y. Zzzzz		C. Date: 7 Sep 2000	
D. Task	E. Identify Hazards	F. Assess Hazards	G. Develop Controls	H. Determine Residual Risk	I. Implement Controls (How To)	
Hoisting Operations cont. (Deck cranes)	Hand injuries from broken wires on wire rope.	Moderate (M)	<ul style="list-style-type: none"> Daily inspections of wire rope prior to use. Replace when worn. All personnel that handle wire rope will wear leather gloves. 	Low (L)	SOP requiring that all wire rope be inspected daily by crane operator. Checklist to document inspection. Enforcement.	
	Operator error.			Low (L)	Indoctrination and SOP requiring all personnel to wear leather gloves when handling wire rope. Enforcement.	
	<ul style="list-style-type: none"> Property damage. 	Moderate (M)	Ensure that all operators are properly trained and certified.	Low (L)	SOP requiring that all crane operators are trained and certified prior to operation of crane. Enforcement.	
	<ul style="list-style-type: none"> Personnel injury. 	High (H)	Ensure that all operators are properly trained and certified.	Moderate (M)	SOP requiring that all crane operators are trained and certified prior to operation of crane. Enforcement.	
	Defective equipment.					
	<ul style="list-style-type: none"> Property damage. 	Moderate (M)	Daily inspection of equipment and regular maintenance.	Low (L)	SOP requiring daily inspection of the equipment by the operator. Checklist to document inspection. Enforcement.	
	<ul style="list-style-type: none"> Personal injury. 	High (H)	Daily inspection of equipment and regular maintenance.	Moderate (M)	SOP requiring daily inspection of the equipment by the operator. Checklist to document inspection. Enforcement.	
J. EQUIPMENT TO BE USED Deck crane		K. INSPECTION REQUIREMENTS Annual, daily			L. TRAINING REQUIREMENTS Operator training and certification	
M. Determine overall activity/task risk level after controls are implemented (circle one) <div style="text-align: center;">LOW (L) MODERATE (M) HIGH (H) EXTREMELY HIGH (E)</div>						

RISK MANAGEMENT WORKSHEET

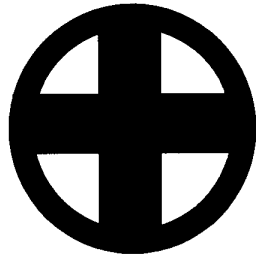
A. Mission/Activity: Hydraulic Dredging Operations			B. Prepared By: Xxxx Y. Zzzzz			C. Date: 7 Sep 2000		
D. Task	E. Identify Hazards	F. Assess Hazards	G. Develop Controls	H. Determine Residual Risk	I. Implement Controls (How To)			
Replace hauling gear wire rope	Personal injury from being caught between wire rope and drum.	High (H)	<ul style="list-style-type: none"> Local controls for hauling gear. Use lockout/tagout. Use tools to guide wire rope onto drum. Maintain safe clearance from drum. Training for safe procedures for replacing hauling gear. 	Moderate (M)	Written SOP for replacing hauling gear which allows only personnel with the proper training to replace hauling gear. Enforcement.			
	Hand injuries from broken wires on wire rope.	Moderate (M)	<ul style="list-style-type: none"> All personnel that handle wire rope will wear leather gloves. 	Low (L)	Indoctrination and SOP requiring all personnel to wear leather gloves when handling wire rope. Enforcement.			
J. EQUIPMENT TO BE USED		K. INSPECTION REQUIREMENTS			L. TRAINING REQUIREMENTS			
Dredge hauling gear		N/A			Lockout/tagout, maintenance procedures.			
M. Determine overall activity/task risk level after controls are implemented (circle one) LOW (L) MODERATE (M) HIGH (H) EXTREMELY HIGH (E)								

ATTACHMENT 7

Safety Performance Sign

Safety is a Job Requirement

Beach Renourishment
Carolina Beach, North Carolina
(Contractor's Name)
(City and State)



This project has
operated:

	5	6
	5	6
		0

Days without a lost
time injury

Total days worked
on this contract

Lost time injuries

48"

48"

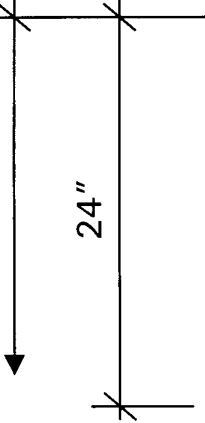
Safety Performance Sign

ATTACHMENT 8

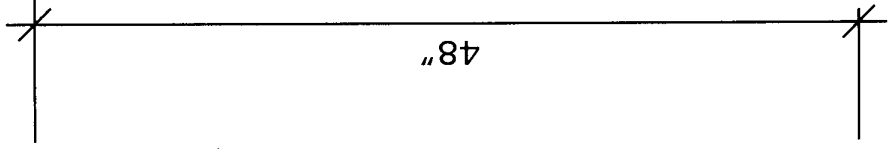
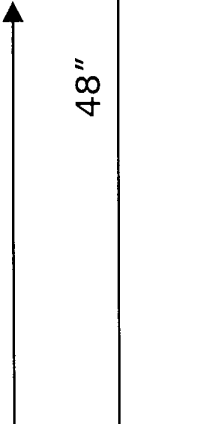
Project Sign


1

COMMUNICATIONS RED
BACKGROUND



WHITE BACKGROUND



<p>Construction Supervised By:</p>  <p>US Army Corps of Engineers Wilmington District South Atlantic Division</p>	<p>Beach Renourishment</p> <p>Carolina Beach, North Carolina</p> <p>Contractor: (Contractor's Name) (City, State)</p>
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Project Sign

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01330

SUBMITTAL PROCEDURES

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-- End of Section Table of Contents --

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers as follows:

- SD-01 Data
- SD-04 Drawings
- SD-06 Instructions
- SD-07 Schedules
- SD-08 Statements
- SD-09 Reports
- SD-13 Certificates
- SD-14 Samples
- SD-18 Records
- SD-19 Operation and Maintenance Manuals

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.2.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal

for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this section is one set of ENG Form 4288 listing items of equipment and materials for which submittals are required by the specifications. Columns "a, c, d, e, f, and g" have been completed by the Government; the Contractor shall complete columns "h" through "o" and submit the forms to the Contracting Officer for approval within ten (10) calendar days after Notice to Proceed. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

3.2.1 Instructions for Completing ENG Form 4288

See Attachment 1 of this section.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of fifteen (15) calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.4.1 Instructions for Competing ENG Form 4025

See Attachment 2 of this section.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

Five (5) copies of all submittals shall be sent to the Contracting Officer.

3.5.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register".

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four (4) copies of the submittal will be retained by the Contracting Officer and one (1) copy of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR
(Firm Name)
_____ Approved
_____ Approved with corrections as noted on submittal data and/or attached sheets(s).
SIGNATURE: _____
TITLE: _____
DATE: _____

-- End of Section --

INSTRUCTIONS FOR COMPLETING ENG FORM 4288

1. Complete a separate ENG Form 4288 for each specification section.
2. Column (a) - Enter the identifying item number. The first item under a given specification, section shall be numbered 1, the second, 2 and so on.
3. Column (b) - Enter the Transmittal Number under which the submittal was made. The transmittal Number shall have the following format:

A- B.C

Where: a - is the specification section.

b - is a consecutive number where 1 would be the first transmittal under the given specification section, 2 would be the second transmittal, etc.

c - is a consecutive number identifying resubmittals. Number 1 would be the first resubmittal, 2 the second. etc.

Examples of Transmittal Numbers under Specification Section 03300:

03300-1,
03300-2
03300-1.1 (first resubmittal of 03300-1) and
03300-3

4. Column (c) - Enter the specification paragraph number.
5. Column (d) - Enter a general description of the item.
6. Column (e) - Enter abbreviation for type of submittal.

<u>Abbreviation</u>	<u>Full Name</u>	<u>Abbreviation</u>	<u>Full Name</u>
DTA	Data	RPT	Reports
SD	Shop Drawing	CRT	Certificates
INS	Instructions	SAM	Samples
SCH	Schedules	REC	Records
STA	Statements	O&M	O&M Manuals

7. Column (f) -Enter the submittal item review classification. Enter F10 for 'For Information Only' items or GA for "Government Approved" items.

8. Column (g) - This box is to be used for submittal items requiring Government approval. Enter "R" for items which will be reviewed by the Resident (Area, Project, Field)office.

9. Column (h) - Enter the Activity Number as shown on the construction schedule which requires this item. In the case where an item applies to more than one construction activity, enter the activity number of the activity with the earliest planned start date.

10. Column (i)- Enter the planned start date for the Activity identified in column (H).

11. Column (j) - This applies to items which require Government review and approval. Enter the number of days allowed for mailing to the Government (say 3 days), review by the Government (typically 15 days - see specifications for minimum requirements) and return mail from the Government (say 3 days). Enter 0 for FIO type submittal items.

12. Column (k) - This applies if material procurement is required. Enter the number of days required to order, fabricate and deliver materials.

13. Column (l) - Enter the scheduled date for submission to the Government. This is to be coordinated with the start date of the activity identified in column (h). Column (l) = Column (i) - Column (j) - Column (k)

14. Column (m) - Enter the date that approval by the Government is required. Column (m) = Column (i) - Column (k)

15. Column (n) - Enter the date that material is needed at the job site. Column (n) = Column (i),

16. Column (o) - Enter the date that the submittal item actually was submitted to the Government. All items, regardless of submittal classification are to be submitted to the Government.

17. Column (p) - Enter the review code assigned by the Government.

18. Column (q) - Enter the date the Government reviewed the submittal.

19. Column (r) - Enter any miscellaneous comments considered necessary.

ENG FORM 4288(Facsimile) Based on RMS Ver2.1

[illegible]

Instructions For Completing ENG FORM 4025-R, Mar 95

A. Enter date the submittal is issued.

B. Enter the Transmittal Number under which the submittal was made.

The Transmittal Number shall have the following format:

A-B.C

Where: A is the specification section

B is a consecutive number where 1 would be the first transmittal under the given specification section, 2 would be the second transmittal, etc.

C is a consecutive number identifying resubmittals. Number 1 would be the first resubmittal, 2 the second, etc.

Examples of Transmittal Numbers under Specification Section 03300:

03300-1
03300-2
03300-1.1 (first resubmittal of 03300-1)
03300-3

C. Enter name and address of Corps of Engineers reviewing office.

D. Enter name and address of Contractor.

E. Enter contract number.

F. If this is the first submittal of information for this item number, check the box for "New Submittal". If not, check the box for "Resubmittal".

G. If the "Resubmittal" box is checked, enter the previous Transmittal No.

H. Enter the specification section that applies to this Transmittal Form. A separate Transmittal Form shall be used for submittals under separate sections of the specifications.

I. Enter name and location of project.

J. Indicate whether the submittal is "For Information Only (FIO)" or for "Government Approval (Gov't Approval)".

K. Enter the Item No. as identified on the Submittal Register.

L. Enter the Description of the item submitted as identified on the Submittal Register.

M. Enter information as necessary. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certification."

N. Enter the number of copies of submittal data attached.

O. Enter the specification paragraph number as identified on the Submittal Register using the following format:

Spec. Section - Paragraph number

P. Enter information as necessary.

Q. Enter Contractor Action Code. See reverse side of ENG Form 4025 for applicable codes.

R. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications. Attach a written statement describing the variation.

S. Review code assigned by the Government reviewer.

T. Remarks from the Contractor or Government review comments. Government review comments may also be placed on a separate sheet of paper.

U. Signature of Contractor reviewer.

V. Number of enclosures being returned to the Contractor by the Government reviewer

W. Signature and title of Government approving authority.

X. Date of review by the Government.

Other: In submitting manufacturer's literature or similar information, the Contractor shall clearly identify the item proposed for use.

[illegible]

[illegible]

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SECTION 01354

ENVIRONMENTAL PROTECTION FOR CIVIL WORKS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 261 Identification and Listing of Hazardous Waste

ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

Stewardship of environmental and cultural resources is an important responsibility of the Corps of Engineers and its contractors, and thus is a continual goal. For the purpose of this specification, environmental and cultural resource protection includes preventing (1) release into the environment of significant amounts of pollutants (chemical, physical, or biological substances or agents) having the potential to adversely affect human health or other life forms; (2) addition of excessive quantities of silt and/or sediment to water bodies; (3) unfavorable alteration of ecological relationships; (4) significant adverse impacts on fish and wildlife resources; (5) reduction of aesthetic or recreational values of the environment; (6) creation of major or unpleasant increases in noise levels; and (7) disturbance of significant historical or archaeological objects. The Contractor will conduct all activities performed under this contract in a manner which supports these protection goals, including the use of management measures to control solid and liquid waste, noise levels, radioactive materials, siltation and sedimentation, and pollutants in any form. The work covered by this section consists of furnishing all labor, material, and equipment and performing all work required for environmental protection during and/or as a result of construction operations under this contract. Additional instructions

related to specific aspects of environmental and cultural resource compliance appear in other provisions of these specifications.

1.3 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-08 Statements

Environmental Protection Plan; GA.

Submit plan detailing Contractor's procedures for environmental protection and pollution control and abatement.

1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

1.4.1 Protection of Features

This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984). The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause which are not specially identified on the drawings as environmental features requiring protection. The Contractor shall protect those environmental features, indicated specially on the drawings, in spite of interference which their preservation may cause to the Contractor's work under the contract.

1.4.2 Permits

This section supplements the Contractor's responsibility under the contract clause PERMITS AND RESPONSIBILITIES to the extent that the Government has already obtained environmental permits. The Government has obtained necessary clearances in accordance with the North Carolina Coastal Management Program and the North Carolina Division of Water Resources. The terms and conditions of the Consistency Determinations, dated 25 May 1993, will be adhered to as stated below. General Certification No. 3120, dated 11 February 1997 will be adhered to by the Contractor. The contractor shall comply with the terms and conditions of the Consistency Determination and Water Quality Certifications. These are as follows:

1.4.2.1 Consistency Determination Conditions

a. Placement of material on the beach fronts will avoid the nesting season of endangered and threatened sea turtles and the growing season of the threatened beach plant, seabeach amaranth (1 May through 15 November).

b. Should cultural resources be encountered, the contracting officer should be notified immediately who will, in turn, notify the State Historic Preservation Officer.

c. Access to public trust areas along the northern tip of Carolina Beach will be preserved.

1.4.2.2 General Water Quality Certification Conditions

- a. The activity should be conducted in such a manner as to prevent significant increases in turbidity outside the area of construction or construction related discharge (increases such that a turbidity of 25 NTUs or less is not considered significant).
- b. The discharge shall be free of toxic substances in violation of state water quality standards.
- c. If such activities should take place during periods of high biological activity (i.e., sea turtle nesting), biological monitoring may be required at the request of other state or federal agencies and coordinated with these dredging activities.
- d. Non-compliance with or violation of the conditions herein set forth by a specific fill project shall result in revocation of this Certification for the project and may result in criminal and/or civil penalties.

1.4.3 Environmental Assessment of Contract Deviations

The Contract specifications have been prepared to comply with the special conditions and mitigation measures of an environmental nature which were established during the planning and development of this project. The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications which may have an environmental impact will require an extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.5 ENVIRONMENTAL PROTECTION PLAN

Within five (5) calendar days prior to the Preconstruction Conference, the Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. The Government will consider an interim plan for the first thirty (30) days of operations. However, the Contractor shall furnish an acceptable final plan not later than 30 calendar days after receipt of the Notice to Proceed. Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that

environmental protection requirements are not being met. The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site shall begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. The environmental protection plan shall include, but not be limited to, the following:

1.5.1 List of State and Local Laws and Regulations

The Contractor shall provide as part of the Environmental Protection Plan a list of all State and local environmental laws and regulations which apply to the construction operations under the Contract.

1.5.2 Spill Control Plan

The Contractor shall include as part of the environmental protection plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

a. The name of the individual who will be responsible for implementing and supervising the containment and cleanup.

b. Training requirements for Contractor's personnel and methods of accomplishing the training.

c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

e. The methods and procedures to be used for expeditious contaminant cleanup.

f. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

1.5.3 Recycling and Waste Minimization Plan

The Contractor shall submit a Recycling and Waste Minimization Plan as a part of the Environmental Protection Plan. The plan shall detail the Contractor's actions to comply with the following recycling and

waste minimization requirements:

a. The Contractor shall participate in State and local government sponsored recycling programs to reduce the volume of solid waste materials at the source.

1.5.4 Contaminant Prevention Plan

As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

In addition, this statement shall include as a minimum:

a. The name of the individual who will be responsible for implementing and supervising the containment and cleanup.

b. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

c. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material placement equipment available in case of an unforeseen spill emergency.

d. The methods and procedures to be used for expeditious contaminant cleanup.

e. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual must immediately notify the Contracting Officer in addition to the legally required reporting channels, when a reportable quantity spill of oil or hazardous substance occurs.

1.5.5 Environmental Monitoring

The Contractor shall include in the plan the details of environmental monitoring requirements under the laws and regulations and a description of how this monitoring will be accomplished.

1.6 QUALITY CONTROL PLAN

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record on daily quality control reports or attachments thereto, any problems in complying with laws, regulations, and corrective actions taken.

1.7 WORK AREA PLAN

The Contractor shall include a work area plan showing the proposed

activities in each portion of the project area and identify the areas of limited use or nonuse. The plan shall include measures for marking the limits of use areas. The Contractor shall include drawings identifying the areas of limited use or nonuse and show locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, stockpiles of earth materials, and disposal areas for excess earth material and unsatisfactory earth materials.

Prior to any construction, the Contractor shall mark the areas within the designated work areas that are not required to accomplish work to be performed under this contract and which are to be protected. Isolated areas within the general work area which are to be saved and protected shall be marked or fenced. Monuments and markers shall be protected during construction. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to his personnel the purpose of marking and protection of all necessary objects.

The Contractors' field offices, staging areas, stockpile storage, and temporary buildings shall be in designated areas on the drawings or as approved. Temporary movement or relocation of Contractor facilities shall be only on approval by the Contracting Officer.

The Contractor shall clean up areas used for construction and remove all signs of temporary construction facilities; Contractor office, storage and staging areas; quarry and borrow areas; and all other areas used by the Contractor during construction. Furthermore, the disturbed areas shall be graded and filled as approved by Contracting Officer. Restoration of original contours is not required unless specified in another section.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

3.1.1 Tree Protection

No ropes, cables, or guys shall be fastened to or attached to any tree(s) for anchorage unless specifically authorized by the Contracting Officer. Where such special use is permitted, the Contractor shall provide effective protection to prevent damage to the tree and other land and vegetative resources. Unless specifically authorized by the Contracting Officer, no construction equipment or materials shall be placed or used within the drip line of trees shown on the drawings to be saved. No excavation or fill shall be permitted within the drip line of trees to be saved except as shown on the drawings.

3.1.2 U.S. Department of Agriculture (USDA) Quarantined Considerations

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present. The Contractor shall consult with the USDA Plant Protection and Quarantine

(USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

3.1.3 Disposal of Solid Wastes

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials (excluding clearing debris and hazardous waste as defined in following paragraphs). Solid waste shall be placed in containers and disposed on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination.

3.1.4 Clearing Debris

Clearing debris is trees, tree stumps, tree trimmings, and shrubs, and leaves, vegetative matter, excavated natural materials (e.g., dirt, sand, and rock), and demolition products (e.g., brick, concrete, glass, and metals).

a. The Contractor shall collect trees, tree stumps, tree trimmings, shrubs, leaves, and other vegetative matter; and shall transport from Government property for proper disposal in compliance with Federal, State, and local requirements. The Contractor shall segregate the matter where appropriate for proper disposal. Untreated and unpainted scrap lumber may be disposed of with this debris where appropriate.

b. Excavated natural materials shall be placed in the designated area on the drawings.

c. Demolition products shall be transported from Government property for proper disposal in compliance with Federal, State, and local requirements.

3.1.5 Disposal of Contractor Generated Hazardous Wastes

Hazardous wastes are wastes as defined in 40 CFR 261, and as defined by applicable State and local regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements. The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken.

Hazardous waste shall be removed from Government property within 60 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into the sanitary sewer system.

3.1.6 Fuels and Lubricants

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

3.1.7 Restoration of Damaged Resources

All landscape features damaged or destroyed during construction operations that were not identified for removal shall be restored. Any vegetation or landscape feature damaged shall be restored as nearly as possible to its original condition. This work will be accomplished at the Contractor's expense.

3.2 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

3.2.1 Known Historic, Archaeological, and Cultural Resources

a. Known historic, archaeological, and cultural resources within the Contractor's work area are marked on the contract drawings. The Contractor shall install protection for these resources as shown on the drawings and shall be responsible for their preservation during the contract.

If during construction activities, items are observed that may have historic or archaeological value (e.g., Native American human remains or associated objects are discovered), such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall prevent his employees from trespassing on, removing, or otherwise disturbing such resources.

3.3 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. The Contractor shall not pollute groundwater or any body of surface water, including the Atlantic Ocean, estuaries, rivers, streams, creeks, canals, ditches, lakes, or ponds. For the purpose of this specification, pollution includes spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, dumping, or disposing of harmful substances into the environment. Harmful substances, including, but not limited to, fuels, oils, bitumens, calcium chloride, and acids shall not be allowed to pollute any waters. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, and Municipal laws concerning water pollution control. All work under this contract will be performed in such a manner that objectionable conditions will not be created in any groundwater or surface waters.

It is the responsibility of the Contractor to comply with all Federal and State laws pertaining to dredging and disposal of dredged material. In addition, it is the responsibility of the Contractor to assure that no wetlands are adversely affected by dredging, disposal of dredged material, or associated operations (including land-based support activities) conducted under this contract. Any disposal or leakage of dredged material, even if unintentional, outside the disposal area designated in this contract or not in compliance with placement criteria in this contract, is the responsibility of the Contractor, and is subject to removal by the Contractor at his own expense upon the request of the Contracting Officer. Upon discovery

of such misplaced material, the Contractor shall immediately take corrective action to stop the continued misplacement of dredged material, and shall notify the Contracting Officer's Representative for further instructions.

The Contractor is responsible for monitoring all water and wetland areas affected by construction activities. In the event that water quality violations result from the Contractor's operation, the Contractor shall suspend the operation or operations causing the pollution, and such suspension shall not form the basis for a claim against the Federal government.

The contractor shall conduct his dredging and disposal operations in a manner to minimize turbidity and shall conform to all water quality standards and conditions as prescribed under General Water Quality Certification Number 3120 for the Corps of Engineers Disposal of Dredged Material on the Beachfront. The Contractor will be responsible for visually monitoring the discharge of effluent, such as a turbidity plume or distinct boundaries between released waters and receiving waters, muddy water, or water with a distinguishable amount of solid material. All visual observations shall be noted and reported to the Contracting Officer in conjunction with submissions with regular quality control plans. All distinct discharges are to be reported to the Contracting Officer immediately for further action.

3.3.1 Monitoring of Water Areas Affected by Construction Activities

The Contractor shall perform discharge monitoring, inspections, stormwater sampling and testing, reporting, and record keeping as set forth in subparagraph, Permits, above.

3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

3.4.1 Migratory Birds

All construction personnel shall be advised that migratory birds are protected under the Migratory Bird Treaty Act of 1918, as amended. The contractor may be held responsible for harming or harassing the birds, their eggs or their nests as a result of the construction. In order to meet these responsibilities, the Contractor shall conduct daily monitoring of the construction area beginning 1 April through 31 August, if construction activities occur during that period. Should nesting birds be found, the Contracting Officer must be contacted immediately for instructions.

3.5 ENDANGERED SPECIES AND THREATENED SPECIES

Species Federally listed as endangered or threatened receive a high level of protection under the Endangered Species Act of 1973 (PL 93-205), as amended. Endangered or threatened species, including whales, sea turtles, manatees, and shortnose sturgeon, may be encountered in the project area during construction of this project. In addition, all marine mammals, including porpoises, and dolphins, are protected under the Marine Mammal Protection Act of 1972 (PL 92-522), as amended. Therefore, the Contractor shall take such measures as may be required to assure that any activities conducted as a part of this contract do not kill, injure, capture, pursue, harass, or otherwise harm any of these species. Specific types of equipment and operations

pose different types of hazards, so specific protective measures will vary depending upon the type of operation being conducted. The Contractor should be aware that protected species frequently occur in North Carolina waters and work should be planned accordingly.

3.5.1 Notification and Reporting Requirements for Incidents Involving Protected Species

Incidents involving the death or injury of any protected species shall be reported to the Contracting Officer immediately. Also, the Contractor will prepare and provide to the Contracting Officer, written records detailing the incident within 24 hours of its occurrence.

3.5.2 Project Specific Requirements

North Carolina beaches are known to be used for nesting by the loggerhead sea turtle, a federally listed threatened species. If dredged material is placed on the beach as a part of this contract between May 1 and November 15, monitoring and relocation of sea turtle nests is required in order to minimize impacts to these species.

The contractor shall notify the Contracting Officer, in writing, by March 1 if it appears that beach disposal may extend into the turtle-nesting season. Prior approval from the appropriate resources is required prior to disposal of material during the nesting season. Upon notification by the Contractor, the Contracting Officer will coordinate approval from the resource agencies. If approval is obtained, the Contracting Officer, under separate contract, will have sea turtle nest monitoring and relocation performed by a turtle specialist in order to minimize potential adverse impacts to this species and provide the contractor with a nest free work area.

The contractor and all contract personnel working on the beach disposal area, will be required to become familiar with the monitoring procedures prior to 1 May. If the contractor fails to notify the Contracting Officer by March 1 that beach work may continue into the nesting season, then any costs associated with delays and/or down time until a turtle biologist can be on site will be borne solely by the contractor.

After completion of all beach fill activities the Contractor will be required to till the fill areas located between the seaward toe of the project dune and the project Mean High Water line (elevation 2.12 NGVD 29), as well as the transition berm areas. The areas shall be tilled with equipment operated so as to penetrate and loosen beach sand

- a. vertically to a depth of 36 inches, and
- b. without leaving unloosened compact sand between the adjacent paths of tilling equipment.
- c. (Suitable equipment is Caterpillar D9L/No.9 Adjustable Parallelogram Multishank Ripper, or equal). If the project is constructed during nesting season (May 1 through November 15), tilling shall not be performed in areas where nests have been left in place or areas which have received relocated nests.
- d. Leveling. To remove furrows, the contractor shall level any materials which are tilled by dragging the areas during the tilling with fencing material, shoreline pipe etc., or

approved methods.

The unit measurement for beach tilling will be the acre. The quantities to be paid for shall comprise the actual areas acceptably tilled as directed by the Contracting Officer, measured to the nearest one-hundredth of an acre based on horizontal measurements. The quantities measured as provided above will be paid for at the applicable contract unit price per acre for "Beach Tilling" bid item, which price and payment shall constitute full compensation for tilling, leveling and furnishing all labor, tools, equipment, services, and incidentals necessary to complete the work in accordance with this section of the specifications.

Specific Contractor requirements for this project are as follows:

a. From May 1 through November 15, construction pipes that are placed parallel to the shoreline will be placed as far landward as possible when passing over completed section of the project. Temporary storage of pipes and equipment shall be off the beach, but not in wetland areas. If beach storage is considered necessary, prior approval will be obtained from the Contracting Officer. If approval is granted, pipes and equipment shall be placed as far landward as possible.

b. During the entire dredging period, visual inspections of the disposal areas will be conducted to determine if escarpments greater than 18 inches high and 100 feet in length are present. If escarpments exceeding these dimensions are found they will be leveled to conform to the natural beach contour within 24 hours of receiving approval from the Contracting Officer

NOTE: During the sea turtle nesting season, escarpments may not be leveled until results of daily sea turtle monitoring have been reviewed by the Contracting Officer and his approval granted for escarpment leveling. Escarpment leveling may only take place during daylight hours.

c. If, during the course of conducting work, a sea turtle nest is disturbed by dredging activities, the Contractor will mark the nest location and cover the eggs, by hand, with at least 6 inches of sand. All beach disturbing activities will be stopped within a 100-foot radius of the nest to prevent further damage and the Contracting Officer notified immediately. Work in this area will not resume until the nest has been relocated and the Contracting Officer grants approval to resume work.

d. From May 1 through November 15, all lighting on the beach associated with project construction shall be minimized to the maximum extent practicable while maintaining compliance with all safety requirements. Reduced wattage and special fixtures or screens to reduce illumination of adjacent beach and near shore waters shall be used if practical. Lighting on offshore equipment shall also be minimized to the maximum extent practicable while meeting Coast Guard requirements. Shielded low pressure sodium vapor lights are highly recommended for all lights on the beach or on offshore equipment.

e. If a dead, injured or sick sea turtle, or any other endangered or threatened species is found in the project area by the

Contractor, it must be left undisturbed and the Contracting Officer notified immediately.

f. All contracting employees involved in the disposal operation during the sea turtle nesting season will receive proper instructions from the Contracting Officer Representative prior to the nesting season to assure work is performed in accordance with the Endangered Species Act.

3.6 PROTECTION OF AIR RESOURCES

Special management techniques as set out below shall be implemented to control air pollution by the construction activities. These techniques supplement the requirements of Federal, State, and local laws and regulations; and the safety requirements under this Contract. If any of the following techniques conflict with the requirements of Federal, State, or local laws or regulations, or safety requirements under this contract, then those requirements shall be followed in lieu of the following.

3.6.1 Particulates

Airborne particulates, including dust particles, from construction activities and processing and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, disposal sites, borrow areas, and all other work areas free from airborne dust which would cause a hazard or nuisance.

3.7 INSPECTION

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws, regulations, or permits, the Contractor shall inform the Contracting Officer of proposed corrective action and take such action to correct the noncompliance. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

3.8 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed pollution control facilities and portable pollution control devices for the duration of the Contract or for the length of time construction activities create the particular pollutant.

3.9 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct monthly environmental protection/pollution control meetings for all Contractor personnel. The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities (vegetative covers, etc.), and instruments required for monitoring

purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items to be discussed shall include recognition and protection of archaeological sites and artifacts, as well as conducting work during the sea turtle nesting season.

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SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740 (1996) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

ASTM E 329 (1995b) Agencies Engaged in the Testing and/or Inspection Materials Used in Construction.

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause entitled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than five (5) days prior to the Preconstruction Conference, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first thirty (30) days of operation. Construction will be permitted to

begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

(a) A description of the quality control organization, including a chart showing lines of authority and acknowledgement that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.

(b) The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

(c) A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.

(d) Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

(e) Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer).

(f) Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

(g) Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

(h) Reporting procedures, including proposed reporting formats.

(i) A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed

upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of seven (7) calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager, a Site Safety and Health Officer (SSHO), and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization that shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of ten (10) years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The

requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 Additional Requirement

In addition to the above experience, the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors." Information on course availability may be obtained from Mr. Ben Rankin, Ft. Bragg, USAED Savannah, (910) 396-1211, ext. 127.

3.4.4 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

(a) A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.

(b) A review of the contract drawings.

(c) A check to assure that all materials and/or equipment have been tested, submitted, and approved.

(d) Review of provisions that have been made to provide required control inspection and testing.

(e) Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

(f) A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop

drawings or submitted data, and are properly stored.

(g) A review of the appropriate activity hazard analysis to assure safety requirements are met.

(h) Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

(i) A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

(j) Discussion of the initial control phase.

(k) The Government shall be notified at least seventy-two (72) hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

(a) A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

(b) Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

(c) Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

(d) Resolve all differences.

(e) Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

(f) The Government shall be notified at least forty-eight (48) hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

(g) The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract

requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision, or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 COMPLETION INSPECTION

3.7.1 Punch-Out Inspection

Near the end of the work or any increment of the work established by a time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC System Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies has been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final Inspection.

3.7.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final Inspection with the customer can be scheduled. Any items noted on the Pre-Final Inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.7.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from the Executive Office, may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final Inspection. Notice shall be given to the Contracting Officer at least fourteen (14) days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract,

will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.8 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- (a) Contractor/subcontractor and their area of responsibility.
- (b) Operating plant/equipment with hours worked, idle, or down for repair.
- (c) Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- (d) Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-Up). List of deficiencies noted, along with corrective action.
- (e) Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- (f) Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- (g) Offsite surveillance activities, including actions taken.
- (h) Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- (i) Instructions given/received and conflicts in plans and/or specifications.
- (j) Contractor's verification statement.
- (k) Suggest it be revised as follows: The Contractor shall prepare and submit a "CONTRACTOR QUALITY CONTROL REPORT" and a "REPORT OF OPERATIONS - PIPELINE, DIPPER, OR BUCKET DREDGES," daily as stated hereunder. The CONTRACTOR QUALITY CONTROL REPORT shall include a description of the trades working on the project; the number of personnel working; the weather conditions encountered; and any delays encountered. These Contractor Quality Control Reports shall cover both conforming and deficient features and shall include a statement that all equipment and materials incorporated in the work and workmanship comply with the contract. The Contractor shall Fax or E-mail to the Contracting Officer's Representative, a copy of these Quality Control records daily, by no later than 10:00 a.m. the following workday. Hard copy originals of these daily reports shall be available for pickup by the Quality Control Report at the

Contractor's site office by 10:00 am.m. the following workday. Hard copy originals shall be signed and dated by the CONTRACTOR QUALITY CONTROL System Manager and shall include copies of test reports prepared by all subordinate quality control personnel. Originals not picked up by the Contractor Quality Representative by Friday of each week, shall be mailed each Friday to the attention of the Contracting Officer Representative. Reproducible copies of these forms are attached to the end of this Section.

An electronic (Excel 97 spreadsheet format) version of these forms are available from the Contracting Officer Representative at the Contractor's request. The Contractor is required to utilize the electronic version and submit these reports electronically in addition to the signed original hard copy captioned above.

These Contractor's Quality Control Report (CQR) shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These Contractor's Quality Control Report shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of Contractor's Quality Control Report in report form shall be furnished to the Government daily within ten (10) hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one Contractor's Quality Control Report shall be prepared and submitted for every seven (7) days of no work and on the last of a no work period. All calendar days shall be accounted for throughout the life of the contract. The Contractor's Quality Control Report following a day of no work shall be for that day only. Contractor's Quality Control Report shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.9 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.10 SAMPLE FORMS

Sample forms attached at the end of this section include:

ATTACHMENT 1 - PREPARATORY PHASE CHECKLIST

ATTACHMENT 2 - INITIAL PHASE CHECKLIST

ATTACHMENT 3 - CONTRACTOR QUALITY CONTROL REPORT

ATTACHMENT 4 - ENG FORM 4267 - REPORT OF OPERATIONS - PIPELINE,
DIPPER, OR BUCKET DREDGES

-- End of Section --

ATTACHMENT 1

PREPARATORY PHASE CHECKLIST

PREPARATORY PHASE CHECKLIST

Date Preparatory Held: _____

Contract No.: _____

Spec. Section & Paragraph _____

Title: _____

Drawing Sheet Numbers _____

MAJOR DEFINABLE SEGMENT OF WORK: _____

A. PERSONNEL PRESENT:

<u>NAME</u>	<u>POSITION</u>	<u>COMPANY</u>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____
6) _____	_____	_____
7) _____	_____	_____
8) _____	_____	_____
9) _____	_____	_____
10) _____	_____	_____

(List additional personnel on reverse side)

B. Has each spec. paragraph & drawing & shop drawing detail been studied: YES___ NO___

C. TRANSMITTALS INVOLVED:

<u>NUMBER & ITEM</u>	<u>CODE</u>	<u>CONTRACTOR OR GOVERNMENT APPROVAL</u>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____
6) _____	_____	_____

C-I. Have all items involved been approved? YES_____ NO_____

If NO, list items: _____

D. ARE ALL MATERIALS ON HAND? YES_____ NO_____

Have all materials been checked for contract compliance against
approved shop drawings? YES_____ NO_____

D-II. Items not on hand or not in accordance with transmittals:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

E. TESTS REQUIRED IN ACCORDANCE WITH CONTRACT REQUIREMENTS:

<u>TEST</u>	<u>PARAGRAPH</u>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

F. ACCIDENT PREVENTION PREPLANNING - HAZARD CONTROL MEASURES:

F-I. Applicable Outlines (Attach complete copies):

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____

F-II. Operational Equipment Checklists (SWF 1191J or 1192J)

ATTACHED FOR:

- 1) _____
- 2) _____
- 3) _____

ON FILE FOR:

- 1) _____
- 2) _____
- 3) _____

G. HAVE PROCEDURES FOR ACCOMPLISHING WORK BEEN REVIEWED WITH
APPROPRIATE PEOPLE: YES _____ NO _____

H. HAS ALL PRELIMINARY WORK BEEN ACCOMPLISHED IN ACCORDANCE WITH
CONTRACT REQUIREMENTS AND IS THIS SEGMENT OF WORK READY TO START:
YES _____ NO _____

H-I. Explain any problems: _____

QUALITY CONTROL REPRESENTATIVE

ATTACHMENT 2

INITIAL PHASE CHECKLIST

INITIAL PHASE CHECKLIST

Contract No.: _____ Date: _____

Spec. Section & Paragraph _____

Description and Location of Work Inspected: _____

REFERENCE CONTRACT DRAWINGS: _____

A. PERSONNEL PRESENT:

<u>NAME</u>	<u>POSITION</u>	<u>COMPANY</u>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____
6) _____	_____	_____

B. MATERIALS BEING USED ARE IN STRICT COMPLIANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS: YES _____ NO _____

If NO, Explain: _____

C. WORKMANSHIP IS ACCEPTABLE: YES _____ NO _____ STATE AREAS WHERE IMPROVEMENT IS NEEDED: _____

D. SAFETY VIOLATIONS AND CORRECTION ACTION TAKEN: _____

QUALITY CONTROL REPRESENTATIVE

ATTACHMENT 3

CONTRACTOR QUALITY CONTROL REPORT

CONTRACTOR QUALITY CONTROL REPORT				REPORT NO.			
				DATE			
PROJECT/CONTRACT NUMBER				SUPERINTENDENT			
CONTRACTOR				WEATHER			
PRECIPITATION PAST 24 HOURS(inches) :				TEMPERATURE (F): MINIMUM		MAXIMUM	
WERE THER ANY DELAYS IN WORK PROGRESS TODAY? NO___ YES___ If YES, Explain:							
VERBAL INSTRUCTIONS GIVEN BY THE GOVERNMENT:							
HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM? NO___ YES___ If YES, Explain:							
NOTE: Official notification of claim must be made to the Contracting Officer by separate correspondence.							
SAFETY INSPECTION/MEETINGS: Indicate inspections made, items inspected, deficiencies noted and corrective action taken.							
WERE THERE ANY LOST TIME ACCIDENTS THIS DATE? NO___ YES___ If YES, attach accident report.							
PRIME CONTRACTOR/SUBCONTRACTOR WORKFORCE (If space provided below is inadequate, use additional sheets)							
No.	TRADE	HOURS	EMPLOYER	No.	TRADE	HOURS	EMPLOYER
CUMULATIVE TOTAL HOURS OF WORK				TOTAL WORK HOURS ON JOB SITE THIS DATE			
HOURS FROM PREVIOUS REPORT				TOTAL WORK HOURS FROM START OF CONSTRUCTION			
MAJOR ITEMS OF EQUIPMENT							
TYPE/CAPACITY				No.	STANDBY HOURS		OPERATING HOURS

[illegible]

ATTACHMENT 4

REPORT OF OPERATIONS – PIPELINE, DIPPER OR BUCKET DREDGES (ENG FORM 4267)

REPORT OF OPERATIONS - PIPELINE, DIPPER OR BUCKET DREDGES											REPORTS CONTROL SYMBOL ENG CW-0-13					
THRU:					TO:					FROM:					REPORT NO.	
CHARACTER		<input type="checkbox"/> MAINTENANCE <input type="checkbox"/> NEW WORK <input type="checkbox"/> DAILY <input type="checkbox"/> STATUS <input type="checkbox"/> COMPLETION <input type="checkbox"/> ANNUAL										DATE OR PERIOD				
DREDGE		NAME AND TYPE					SIZE _____		PIPELINE <i>in. dia.</i>			DIPPER OR BUCKET <i>cu. yds.</i>				
		HORSEPOWER OF _____		DREDGE PUMP		SUCTION PIPE JET			CUTTER OR BUCKET		PROPULSION					
		NUMBER OF CREWMEMBERS _____		DREDGE	SHORE	OTHER PLANT		TOTAL	WORK SCHEDULE _____		SHIFTS PER DAY		DAYS PER WEEK			
PROJECT AND BAR		NAME					AUTH DIMENSIONS _____		WIDTH		DEPTH		OVERDEPTH			
		LOCATION <i>(include station numbers)</i>														
CHARACTER OF MATERIAL		ABSOLUTE DENSITY				IN PLACE DENSITY <i>GMS/Liter</i>				VOIDS RATIO						
		GRAIN SIZE							GEOLOGICAL CLASSIFICATION							
CONTRACT OR DREDGING ORDER		NUMBER					<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> HIRED LABOR			TOTAL NO. OF DAYS IN WHICH WORK WAS DONE						
CHANNEL CONDITION		AVERAGE DEPTH _____	BEFORE DREDGING		AFTER DREDGING		MINIMUM SOUNDING _____		BEFORE DREDGING		AFTER DREDGING					
RIVER STAGE		MINIMUM		TIME		MAXIMUM		TIME		GAGE LOCATION						
WEATHER CONDITION		<i>(clear, cloudy, rain, snow, and fog)</i>						VISIBILITY <i>miles</i>		WIND <i>(maximum velocity & direction)</i>						
WORK PERFORMED							DISTRIBUTION OF TIME									
ITEM			UNIT	QUANTITY		EFFECTIVE WORKING TIME <i>(chargeable to cost of work)</i>				HOURS	MIN.					
AVERAGE WIDTH OF CUT			FEET			PUMPING OR DREDGING										
TOTAL ADVANCE THIS PERIOD			FEET			PCT. OF EFFECTIVE RENTAL TIME										
TOTAL ADV. PREVIOUS TO THIS			FEET			BOOSTER <i>(in line)</i> <i>Hrs.</i>										
TOTAL ADVANCE TO DATE			FEET			NON-EFFECTIVE WORKING TIME <i>(chargeable to cost of work)</i>										
FLOATING PIPE: SHORE PIPE:							HANDLING PIPE LINES									
TOTAL LENGTH OF DISCHARGE PIPE			FEET			HANDLING ANCHOR LINES										
AVERAGE LIFT			FEET			CLEARING PUMP AND PIPE LINE										
AVERAGE PUMP SPEED			R.P.M.			CLEARING CUTTER OR SUCTION HEAD										
AVG. DREDGED PER PUMP. HR,			CU.YDS.			WAITING FOR SCOWS										
SCOWS LOADED			NUMBER			TO AND FROM WHARF OR ANCHORAGE										
AVERAGE LOAD PER SCOW			CU. YDS.			CHANGING LOCATION OF PLANT ON JOB										
CUBIC YARDS REMOVED							LOSS DUE TO OPPOSING NATURAL ELEMENTS									
AMOUNT DREDGED THIS PERIOD: (1) GROSS <i>(computed amount)</i>							LOSS DUE TO PASSING VESSELS									
(2) CREDITED <i>(pay place)</i>							SHORE LINE AND SHORE WORK									
AMOUNT PREVIOUSLY REPORTED: (1) GROSS <i>(computed amount)</i>							WAITING FOR BOOSTER									
(2) CREDITED <i>(pay place)</i>							MINOR OPER. REPAIRS <i>(explain in remarks)</i>									
TOTAL AMOUNT DREDGED TO DATE: (1) GROSS <i>(computed amount)</i>							WAITING FOR ATTENDANT PLANT									
(2) CREDITED <i>(pay place)</i>							PREPERATION AND MAKING UP TOW									
TOTAL AMOUNT DREDGED TO DATE: (1) GROSS <i>(computed amount)</i>							TRANSFERRING PLANT BETWEEN WORKS									
(2) CREDITED <i>(pay place)</i>							LAY TIME OFF SHIFT AND SATURDAYS									
ATTENDANT PLANT							SUNDAYS AND HOLIDAYS									
ITEM	NAME OR NUMBER			HOURS		FIRE DRILL										
						MISCELLANEOUS <i>(explain in remarks)</i>										
						TOTAL NON-EFFECTIVE WORKING TIME										
						PCT. OF NON-EFFECTIVE RENTAL TIME										
						TOTAL EFFECTIVE AND NON-EFFECTIVE TIME <i>(chargeable to cost of work)</i>										
						PCT. OF TOTAL TIME IN PERIOD										
						LOST TIME <i>(not chargeable to cost of work)</i>										
						MAJOR REPAIRS AND ALTERATIONS										
						CESSATION										
						COLLISIONS										
						MISCELLANEOUS <i>(explain in remarks)</i>										
NUMBER OF INSPECTIONS	BY DISTRICT PERSONNEL			BY DIV & OCE PERSONNEL		TOTAL LOST TIME										
						PERCENTAGE OF TOTAL TIME										
CONTRACT USE ONLY	HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM? <i>(If "YES", explain under remarks on back)</i> <input type="checkbox"/> NO <input type="checkbox"/> YES					TOTAL TIME IN PERIOD										

DISPOSAL AREA

1. Location of Disposal Area _____
 - (a) Time of Inspection _____
 - (1) Is dredged material properly confined in accordance with specifications? _____
 - (2) Comments _____
 - (b) Name of Inspector _____
2. Location of Disposal Area _____
 - (a) Time of Inspection _____
 - (1) Is dredged material properly confined in accordance with specifications? _____
 - (2) Comments _____
 - (b) Name of Inspector _____
3. Location of Disposal _____
 - (a) Time of Inspection _____
 - (1) Is dredged material properly confined in accordance with specifications? _____
 - (2) Comments _____
 - (b) Name of Inspector _____

REMARKS (Cover any conflicts in plans, specifications, or instructions) _____

CONTRACTOR'S CERTIFICATION: I certify that the above report is complete and correct and that all material and equipment used and work performed during this reporting period were in strict accordance compliance with the contract plans and specifications except as noted.

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SECTION 02220

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SECTION 02220

DREDGING AND BEACH-FILL WORK

PART 1 GENERAL

to excavate, transport, place, and shape beach fill on Carolina Beach, North Carolina
The Contractor shall be required to perform the work in accordance with these specifications and the drawings.

1.2 WORK COVERED BY CONTRACT PRICE

The contract price per cubic yard as listed for "Beach Fill (Borrow Area Measurement)" of the BIDDING SCHEDULE shall include the cost of all plant, material, supplies, labor, and incidental expenses in connection with the excavating, transporting, placing and shaping the fill material; all diking, embankments, temporary safety fencing, temporary bulkheading needed for control and confining the material and discharge fluid; surveys for the layout and control of the dredging work and for the beach fill work and its final inspection and acceptance. The Contractor shall be required to place the beach fill in accordance with these specifications and the drawings.

1.3 ORDER OF WORK

1.3.1 Borrow Area

The Contractor shall develop and submit a borrow area work plan to the Contracting Officer's Representative five (5) days prior to the Preconstruction Conference. The borrow area work plan shall delineate work areas within the Carolina Beach Inlet borrow area that will be worked thoroughly before moving to the next work area. Surveys of the borrow area work areas shall be made in accordance with paragraph "BEACH SURVEYS, BORROW AREA SURVEYS AND SURVEY PERSONNEL" of SECTION 01100: SUPPLEMENTARY SPECIAL CONTRACT REQUIREMENTS. In addition to the soundings, the post-dredging surveys of the borrow area shall show the work areas, the borrow area limits, the location of anomalies.

1.3.2 Beach Fill

Placement of the beach fill within the fill section can begin at the north end of the project, the south end of the project, or points in between, however, once placement begins at a particular point and in a certain direction, placement will continue in that direction until the end of the project is reached. For example, if placement begins at the north end of the project (Baseline Station 140+00) placement will continue southward to the south end of the project (Baseline Station 90+00).

1.4 NOTICE OF COMMENCEMENT

The Contractor shall give the Contracting Officer five (5) days advance written notice of the date the Contractor plans to commence dredging and beach fill work.

1.5 SUNDAYS, HOLIDAYS, AND NIGHT WORK

When the Contractor elects to work on Sundays, holidays, or nights, notice of intentions to do so shall be given to the Contracting Officer at least seven (7) days in advance thereof. Adequate lighting for thorough inspection of night operations shall be provided by the Contractor at their expense and the requirements of SECTION 01100: SUPPLEMENTARY SPECIAL CONTRACT REQUIREMENTS, paragraph, INSPECTION, and SECTION 01354 ENVIRONMENTAL PROTECTION FOR CIVIL WORKS, subparagraph, Project Specific Requirements shall apply.

1.6 COMMUNICATIONS

The Contractor shall furnish and maintain a radiotelephone and a cellular phone on the dredge(s) throughout the period of the contract. Plant will not be allowed to begin work until the radiotelephone is installed and in good working order and a properly operating phone is on board. The radiotelephone shall be capable of operation from the dredge(s) main control station and capable of transmitting and receiving on a frequency or frequencies within the 156-162 megahertz band using the classes of emissions designated by the Federal Communications Commission. Continuous radio contact shall be maintained between the dredge control room and the inspectors of the beach renourishment as well as the personnel patrolling the pipeline.

1.7 MEASUREMENT AND PAYMENT

1.7.1 General

The total amount of material removed for which payment will be made will be measured by the cubic yard in the borrow area computing the creditable volume determined by the difference between the last survey made before dredging and the survey made after dredging and excluding the deductible volume as prescribed under subparagraph, "Deductible Volume," below and the volume of material removed outside of the designated borrow area limits. No measurement or payment will be made for dredging to gain access to the borrow area. All work connected with excavation, transportation, placing, and shaping of the beach fill (except Beach Tilling, which is a separate pay item), controlling and confining the dredge effluent, surveys for layout and control of the dredging work surveys described in SECTION 01100: SUPPLEMENTARY SPECIAL CONTRACT REQUIREMENTS, paragraph, BEACH SURVEYS, BORROW AREA SURVEYS AND SURVEY PERSONNEL, and repairs and inspections shall be included in the contract price for Beach Fill (Borrow Area Measurement).

1.7.2 Deductible Volume

No payment will be made for any material placed outside of the tolerances of the typical beach section unless otherwise authorized. The yardage so determined shall be increased by multiplying the measured in-place yardage by 1.15 and the product shall be deducted from the total borrow area yardage for which payment would otherwise be made.

1.7.3 Contract Drawings

The drawings are believed to accurately represent conditions existing on dates of surveys. Determination of quantities removed and the deductions made therefrom to determine quantities for payment, after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

1.7.4 Payments

Monthly partial payments will be based on approximate quantities determined by soundings taken behind the dredge as the work advances.

1.7.5 Method of Survey

(a) Hydrographic surveys to determine the volume of material removed under this contract will be accomplished with the use of a fully automated survey vessel. Horizontal location of survey lines and depth sounding points will be determined by the use of an automated positioning system utilizing either a microwave line-of-sight system or differential global positioning system. Depth soundings will be taken using a 28 kHz depth sounder/digitizer system. The fathometer will be adjusted twice daily using the bar check method to account for variations of the speed of sound in the water at the survey area. On automated surveys, position and depth data will be collected, stored on magnetic media, and subsequently processed by the Government for map preparation and quantity computations.

(b) Data will be secured by running survey lines parallel to the longitudinal axis of the channel. A sufficient number of lines will be run to assure good coverage of the bottom. A minimum of two (2) lines will be run within the grade slopes. The after dredging surveys will be performed in the same manner as the before dredging surveys. Weather permitting, before and after dredge surveys will be made during the same tidal stage.

PART 2 PRODUCTS

2.1 CHARACTER OF MATERIALS

The materials to be excavated are predominantly clean sands with minor amounts of silty sands (SP, SM). Boring logs and selected grain size data are contained in Appendix A and B respectively. Elevations shown on the boring logs are approximate. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. Bidders are expected to examine the site of work and after examination decide for themselves the character of material.

PART 3 EXECUTION

3.1 PLACEMENT OF MATERIALS

3.1.1 General

3.1.1.1 Placement

Except as provided for below, the dredged material shall be placed at the location and within the prescribed tolerances of the design sections as shown on the plans and in accordance with subparagraph, Tolerances, unless otherwise approved by the Contracting Officer. No material shall be placed unless an inspector appointed by the Contracting officer is present at the

time, or has given permission for the Contractor to proceed. Payment will not be made for material that is deposited in places not designated or approved by the Contracting Officer. The Contractor may be required to remove such misplaced material and deposit it where directed at their own expense. Payment may be made for all or any portion, as determined to be appropriate by the Contracting Officer, of any misplaced material that is moved by the Contractor and acceptably incorporated in the work.

3.1.1.2 Materials

The dredging shall be accomplished so that the most suitable material available for beach renourishment is placed within the prescribed section. Suitable material will be comprised of materials classified by ASTM D 2487 as SP, SP-SM, SW. Should the dredge encounter materials not suitable for placement on the beach, the Contractor will be directed by the Contracting Officer to move to a more satisfactory location within the Carolina Beach Inlet borrow area.

3.1.1.3 Objectionable Matter

Objectionable matter such as stumps, roots, logs, or other organic or inorganic debris having a diameter of 2 inches or more and/or a length of 1 foot or more, or accumulations of small vegetative growth or debris shall be collected and placed in a disposal area furnished by the Contractor and approved by the Contracting Officer as the work progresses. Objectionable matter such as large clay balls shall be broken up and mixed in with the beach fill section by way of tilling or other appropriate method.

3.1.2 Beach Fill

3.1.2.1 Placement

The beach fill material shall be placed by discharging the material directly into the fill section from the dredge discharge pipe.

3.1.2.2 Discharge Points

When the fill material is placed by discharging the material directly into the fill section, the dredge discharge points shall be manipulated and controlled by the Contractor in such a manner to minimize the loss of material into the surf zone.

3.1.2.3 Longitudinal Dikes

For beach fill material placed by discharging the material directly into the fill section, the Contractor shall provide temporary longitudinal dikes and spreader and pocket pipe as necessary to prevent gullying and erosion of the beach and fill and to retain the fill on the beach and within the limits of the fill cross section. Longitudinal dikes shall initially be 300 feet long in advance of filling operations. Shorter lengths may be subsequently used if approved by the Contracting Officer. Groins, bulkheads, revetments, piers, storm drain outfall pipes, and other structures within the fill section shall be protected by the Contractor to prevent damage thereof by the Contractor's operations.

3.1.2.4 Fill Adjustments

It is the intent of the Contracting Officer to control the yardage of the fill material along the beach to that which is needed to construct the applicable fill sections shown on the drawings by varying the width of the +6.5 foot NGVD construction berm. The distribution of the yardage along the beach; which is based on the design cross sections, the latest survey as of the date of these specifications, and the amount of material removed from the borrow area; is estimated in Table 1. Note that the amount of material retained on the beach is assumed to be 15% less than the volume of material removed from the borrow area. The approximate width of the +6.5 foot NGVD construction berm is shown on the drawings and is based on the quantity of material to be placed and an assumed slope of the placed material of 1V:15H seaward of the crest of the construction berm to the point of intersection with the existing bottom. The actual width of the construction berm will be based on Government interpretation of the borrow area and beach profile surveys and the actual slope that the material assumes during placement. The Contractor shall maintain the fill section in a satisfactory condition at all times until final completion and acceptance of the work as specified in SECTION 01100: SUPPLEMENTARY SPECIAL CONTRACT REQUIREMENTS, paragraph, FINAL EXAMINATION AND ACCEPTANCE OF BEACH FILL. Due to the constantly changing shoreline, the Contracting Officer may make minor alterations in the plan dimensions and/or slopes of the fill section in order to increase or decrease the volume of fill placed along the beach.

Beach survey field notes and computations shall be furnished to the Contracting Officer in advance of placement of the beachfill so that control of the quantities and adjustment to the fill section may be made if necessary. Surveys taken by the Contractor in accordance with SECTION 01100: SUPPLEMENTARY SPECIAL CONTRACT REQUIREMENTS, paragraph, BEACH SURVEYS, BORROW AREA SURVEYS AND SURVEY PERSONNEL shall be used as a guide to the Contracting Officer in making the alterations to the beach sections. No separate payment or adjustment in the unit price will be made as a result of these changes in dimensions and/or slopes of the design section, since the cost therefore will be covered by payment for the total yards dredged at the contract price per cubic yard. The Contractor shall not remove any existing material that was in place before construction commenced and is above the design profile.

3.1.2.5 Temporary Safety Fencing

Before any pumping or discharging of beach fill material can occur, the Contractor shall furnish and erect temporary safety fencing at a distance of 500 feet on either side of the discharge point for the beach fill placement. The temporary safety fencing shall totally encompass the general area around the discharge point for beach fill and shall be moved along the beach in conjunction with the location of the discharge point. The intent of the safety fencing is to restrict and limit the public access to and around the general area of the discharge point. The temporary safety fencing shall be a high visibility orange colored, high density polyethylene grid or approved equal, a minimum of 42 inches high, supported and tightly secured to steel posts located on maximum 10 foot centers. The safety fencing shall be maintained by the Contractor during the life of the contract and, upon completion and acceptance of the beach fill work, shall become the property of the Contractor and shall be removed from the work site.

3.1.2.6 Temporary Warning Signs

Before any pumping or discharging of beach fill material can occur, the Contractor shall furnish and erect temporary warning signs along and around the outside perimeter of the temporary safety fencing. On temporary warning sign shall be placed along each side of the temporary safety fencing and for each direction accessible to the public. The temporary warning sign shall be moved along the beach in conjunction with the location of the discharge point and the temporary safety fencing. The intent of the warning signs is to warn the public of the hazards and danger of the beach filling operations, construction equipment, and the discharge point. The signs shall be fabricated using 3/4", Douglas Fir, Exterior Marine-Grade, HDO plywood with 4"x4"x12' treated, No. 2 Southern Pine posts installed in 3 feet deep by 12-inch diameter deep holes backfilled with compacted soil. Sign faces shall be non-reflective vinyl. All letters and logos shall be die-cut or computer-cut. Letter and logos sizes and application to the plywood panel shall conform to the graphic format shown in the U.S. Army Corps of Engineers Signs Standard Manual. The Communications Red panel on the left side of the construction project sign, with Corps logo (reverse version), shall be screen printed onto the white background. Copies of the sign standards manual can be obtained from the Contracting Officer for specific fabrication and installation requirements.

Legends and logos for the temporary warning signs shall be as shown on Attachment 8. No direct payment will be made for the signs. The warning signs shall be maintained by the Contractor during the life of the contract and, upon completion and acceptance of the beach fill work, shall become the property of the Contractor and shall be removed from the work site.

3.1.3 Pipeline Route

3.1.3.1 General

The dredged material must be transported over routes that may include public property, navigable and unnavigable water, and under fishing piers. Prior to installing the pipeline, the Contractor shall devise a specific pipeline route that will be used and obtain the written approval for the specific pipeline route from the Contracting Officer. The pipeline route shall be devised so as to minimize adverse impacts on vegetation, wildlife, dunes and beach traffic. The Contractor shall furnish, install, and remove all necessary ramps or perform all necessary tunneling, trenching and repairs to pavements as required by State or local authorities at such pipeline road crossings where traffic would be obstructed, and shall maintain traffic control at these locations. The Contractor shall deliver notice to the North Carolina Department of Transportation and the Town of Carolina Beach a minimum of 5 days prior to commencing installation of the dredge pipeline crossing at the road. This notice should be sent to:

Mr. Scott Cook
New Hanover County Engineer
NC State Department of Transportation
124 Division Drive
Wilmington, NC 28401

and

Mr. Calvin Peck
Town of Carolina Beach
1121 N. Lake Park Boulevard
Carolina Beach, NC 28428

3.1.3.2 Dune Crossings

It is the intent of these specifications to minimize the damage to the dunes and vegetation thereon. The Contractor shall exercise extreme care in placing the pipeline across the dunes to the beach, should it become necessary for the pipeline to cross existing dunes. The designated routes shall be followed to the extent practicable and in no case will deviations be made without the written approval of the Contracting officer. The Contractor will not be allowed to grade, or otherwise disturb the existing dunes. Equipment used in placing and removal of the pipeline shall meet the approval of the Contracting Officer.

Any degradation of the dune area caused by the Contractor's operation shall be restored as near as practicable to the pre-project condition. This restoration may include sprigging the area with American Beachgrass (*Ammophila breviligulata*), as directed by the Contracting officer. Areas planted with American Beachgrass shall be fertilized with 30-10-0 analysis at the rate of 300 pounds per acre.

3.1.3.3 Pedestrian Access

The pipeline shall be covered with sand at the Public Beach Access points in each of the completed sections in such a manner so as to allow beach users unobstructed access to the completed beach fill section. In no case will distance between ramps exceed 400 feet. The pedestrian access points shall be graded to the final cross section upon the completion of the beach fill.

3.1.3.4 Pipeline Leakage

A tight dredge discharge pipeline shall be maintained along all sections of the pipeline to prevent spilling of dredged effluent outside of the beach fill section or stockpiling area. To minimize damage caused by leaks in the pipeline on the land section of the line, the Contractor shall provide a periodic patrol of the pipeline. A minimum of one inspection every two hours of operation shall be made by the Contractor during disposal operations (four (4) inspections each 8-hour shift). When significant leaks occur in the pipeline which can cause erosion of the existing beach or a completed beach fill section and/or appears to be a safety hazard to the public, the Contractor shall immediately cease pumping operations until the pipeline is repaired.

3.1.3.5 Booster Pumps

In the event booster pumps are required along the dredge pipeline, they shall be located so as to minimize the disturbance of residents. The location of all booster pumps will require approval by the Contracting Officer in advance.

3.1.3.6 Submerged Pipelines

In the event the Contractor elects to submerge pipeline, the location of the submerged pipeline shall be marked with signs, buoys, flags, and lights conforming to U.S. Coast Guard regulations. The Contractor will be required to submerge pipeline beneath marked navigation channels.

3.1.4 Tolerances

A vertical tolerance of five-tenths (0.5) of one foot above and five-tenths (0.5) of one foot below the prescribed berm and dune grade and slopes, at and above the +6.5 (NGVD) line, will be permitted in the finished surface. Below the +6.5 (NGVD) line, the fill material will be allowed to assume its natural slope resulting from the effects of wave and water level conditions. Any material placed outside the prescribed tolerances may be left in place at the discretion of the Contracting Officer; however, the material will be deducted from the pay quantities as described in paragraph, MEASUREMENT AND PAYMENT.

3.2 BORROW EXCAVATION

3.2.1 Dredging Limits

All dredging shall be confined to within the area and depth limits shown for borrow area on the drawings. Dredging shall be regulated and controlled by the Contractor so that bank sloughing in the borrow area does not occur beyond the limiting lines shown on the drawings. The Contractor shall be required to restore the banks of the borrow area if materials are taken from beyond the limits shown on the drawings.

3.3 REPORTING REQUIREMENT

The Contractor will be required to prepare daily a "REPORT OF OPERATIONS - PIPELINE, DIPPER OR BUCKET DREDGES" (Section 01451: Contractor Quality Control) and furnish copies thereof to the Contracting Officer. A reproducible copy of the form is provided as Attachment 4 of Section 01451.

The Contractor shall furnish daily a copy or copies of any Contractor forms or operational reports routinely required to be submitted by field personnel.

3.4 NAVIGATION AIDS

There may be aids to navigation within the project boundaries. Some, or all, of such aids to navigation may need to be removed for the accomplishment of the contract work. It is the responsibility of the Contractor to timely determine in a timely manner any need for moving of the aids to navigation and to coordinate with the U.S. Coast Guard (USCG) and any other responsible parties to accomplish any needed movement. Any impacts to the work due to the inability of the Contractor to accomplish any needed movement of aids to navigation will not be the responsibility of the U.S. Government or of the Contracting Officer.

3.5 DREDGE POSITIONING SYSTEM

The dredge shall be equipped with an electronic positioning system capable of positioning the dredge in the channel with accuracies equal to contract payment surveys (Class 1), as specified in the U.S. Army Corps of Engineers Manual EM 1110-2.1003 (Hydrography Surveying), dated 31 October 1994 and as superseded by EC 1130-2-210 dated 01 July 1998. This positioning system

shall be established, operated, and maintained by the Contractor during the entire period of the contract. The positioning system will be used to precisely locate the dredge, the location of the cutterhead, dragarm, and/or bucket shall be capable of displaying and recording the dredge's location in an acceptable coordinate system which can be related to, or is directly based on the North Carolina Lambert State Plane Coordinate System. Navigation channel control and shore station control (if required) will be provided to the Contractor in the same North Carolina coordinate system prior to the commencement of work. It shall be the responsibility of the contractor to have the positioning/navigation system reviewed and inspected by the Representative of the Contracting Officer prior to the commencement of work.

3.6 FLOATING PLANT INSPECTION AND CERTIFICATION

All floating plant regulated by the U.S. Coast Guard (USCG) shall have current inspections and certificates issued by the USCG before being placed in service and a copy shall be posted in a public area on board the vessel. A copy of any USCG Form 835 issued to the vessel in the preceding year shall be onboard the vessel and shall be available to the Contracting Officer upon request. All dredges and quarter boats not subject to USCG inspection and certification or not having a current American Bureau of Shipping (ABS) classification shall be inspected in the working mode annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or the Society of Accredited Marine Surveyors (SAMS) and having at least five years experience in commercial marine plant and equipment. All other plant shall be inspected annually by a qualified person. The inspection shall be documented, and a copy of the most recent inspection report shall be posted in a public area on board the vessel and a copy shall be furnished to the Contracting Officer upon request. The inspection shall be appropriate for the intended use of the plant and shall, as a minimum, evaluate structural integrity and compliance with NFPA 302, Fire Protection Standard for Pleasure and Commercial Motor Craft.

3.7 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the berm and dune work and all other operations in connection therewith to assure compliance with contract requirements. The Contractor shall inspect for compliance with contract requirements and record the inspection of all operations including but not limited to the following:

The fill material is placed within the tolerances specified.

Dredging is confined within the limits of the designated borrow area.

The dredge effluent does not flow landward of the fill section or other limits established by the Contracting Officer.

Damage to the existing berm and dune is held to the minimum possible.

Adequate control is provided to prevent unnecessary loss of material by seaward flow of pipeline effluent.

The pipeline is periodically inspected for leakage as specified.

All joints of pipe for discharge line are tight and sound.

A copy of these quality control records, as well as the records of corrective action taken shall be furnished the Government as directed by the Contracting Officer.

ESTIMATED BEACH FILL QUANTITIES

Baseline Station	<u>In Place Fill Volume (CY)</u>		<u>Borrow Area Measure (CY)</u>	
	<u>Incremental Volume</u>	<u>Cumulative Volume</u>	<u>Incremental Volume</u>	<u>Cumulative Volume</u>
90+00	0	0	0	0
92+00	3,825	3,825	4,399	4,399
94+00	5,683	9,508	6,535	10,934
96+00	7,536	17,044	8,666	19,601
98+00	9,375	26,419	10,781	30,382
100+00	11,453	37,872	13,171	43,553
102+00	12,278	50,150	14,120	57,673
104+00	11,681	61,831	13,433	71,106
106+00	11,537	73,368	13,268	84,373
108+00	12,275	85,643	14,116	98,489
110+00	13,752	99,395	15,815	114,304
112+00	15,397	114,792	17,707	132,011
114+00	17,698	132,490	20,353	152,364
116+00	23,064	155,554	26,524	178,887
118+00	26,250	181,804	30,188	209,075
120+00	28,809	210,613	33,130	242,205
122+00	33,649	244,262	38,696	280,901
124+00	36,662	280,924	42,161	323,063
126+00	37,759	318,683	43,423	366,485
128+00	35,920	354,603	41,308	407,793
130+00	33,077	387,680	38,039	445,832
132+00	31,193	418,873	35,872	481,704
134+00	27,826	446,699	32,000	513,704
136+00	20,632	467,331	23,727	537,431
138+00	15,147	482,478	17,419	554,850
140+00	8,410	490,888	9,672	564,521

Notes:

Quantities are based on design cross sections to controlling elevations and reflect a 15 percent loss from borrow area during placement.

Construction berm widths are approximately 100 feet.

Any degradation of the dune area caused by the Contractor's operation shall be restored as near as practicable to the natural condition. This restoration may include sprigging the area with American Beachgrass (*Ammophila Breviliquolata* fern), as directed by the Contracting Officer. Areas planted with American Beachgrass shall be fertilized with 30-10-0 analysis at the rate of 300 pounds per acre.

3.8 DREDGING IN PROGRESS

(a) It shall be the responsibility of the Contractor to furnish and install four (4) temporary "DREDGING IN PROGRESS" signs in the vicinity of the dredging operation. The signs shall be approved by the representative of the Contractor Officer prior to deployment.

(b) The "DREDGING IN PROGRESS" signs shall be installed on each end of the area being dredged and shall provide the following:

"CAUTION:

DREDGING IN PROGRESS, NO WAKE (FOR ASSISTANCE, CONTACT
DREDGE ON CHANNEL 16)."

(c) The sign shall be fabricated using 3/4", Douglas Fir, Exterior Marine-Grade, HDO plywood with 4"x4"x12' treated, No. 2 Southern Pine posts installed on pontoons or buoys. The Contractor shall install the signs in such a manner so that they will stay in place during relocation operations and rough seas. The sign face shall be non-reflective vinyl. All letters and logos shall be die-cut or computer-cut. Letter and logos sizes and application to the plywood panel shall conform to the graphic format shown in the U.S. Army Corps of Engineers Signs Standard Manual. Copies of the sign standards manual can be obtained from the Contracting Officer for specific fabrication and installation requirements.

(d) The signs shall be positioned in such a manner as not to obstruct the view of existing navigation aids or to be a hazard to navigation. The signs shall be maintained throughout the life of the project and thence removed immediately upon completion of the project.

3.9 SUBMERGED PIPELINE

(a) At each dredge site, the Contractor shall erect and maintain submerged pipeline signs in the vicinity of the area being dredged. These two signs shall be relocated as dredging progresses. Two additional signs shall be available for placement at locations as directed by the Contracting Officer.

(b) At locations where submerged pipeline crosses a navigation channel, the Contractor shall install and maintain red over red lights on both sides of the navigation channel marking the location of the submerged pipeline. At locations supported by trestle, the Contractor shall also install and maintain flashing yellow lights at 10 meter intervals from the red light marking the location of the pipeline to the shoreline. The Contractor shall erect and maintain a warning sign at locations where submerged pipeline crosses a recognized navigation channel. The sign shall be 4' by 8' in size and read:

"CAUTION: SUBMERGED PIPELINE CROSSING."

(1) Red over red lights shall be visible all around the horizon, visible for at least 2 miles on a clear dark night and one meter apart in a vertical line with the lower light at the same height, not less than 1 and not more than 3.5 meters, above the water at the yellow lights.

(2) Flashing yellow lights shall flash at a rate of 50 to 70 times per minute, shall be visible all around the horizon, shall be visible for at least 2 miles on a clear dark night, shall be not less than 1 and not more than 3.5 meters above the water, shall be equally spaced.

(c) When the submerged pipeline runs outside the navigation channel in water less than 5 feet deep, the Contractor shall mark the pipeline route with lighted buoys at intervals not to exceed 50 meters and at abrupt changes in direction.

(d) All lights shall be visible for at least 2 miles on a clear dark night, visible all around the horizon, not less than one (1) and not more than 3.5 meters above the water and equally spaced.

3.10 EXISTING STRUCTURES

The Contractor shall exercise appropriate care when dredging adjacent to or in the vicinity of existing structures. Any damage to existing structures caused by impact from the dredge or other plant or by dredging in excess of specified limits, shall be repaired to the satisfaction of the Contracting Officer at no cost to the Government or to the owners of the structure.

-- End of Section --

APPENDIX A

BORING LOGS

DRILLING LOG		DIVISION	INSTALLATION	SHEET 1 OF 1 SHEETS		
1. PROJECT CAROLINA BEACH INLET		SOUTH ATLANTIC	WILMINGTON DISTRICT			
2. LOCATION (Coordinates or Station) NC Coord. E 2338242 N 121390 (NAD 83)			10. SIZE AND TYPE OF BIT 4" Dia. Vibracore			
3. DRILLING AGENCY WILMINGTON DISTRICT			11. DATUM FOR ELEVATION SHOWN <i>BM or MSL</i> MLLW			
4. HOLE NO. (As shown on drawing title and file number) CB100-1			12. MANUFACTURER'S DESIGNATION OF DRILL VIBRA CORE SNELL			
5. NAME OF DRILLER JERRY FULCHER CRANE OPERATOR			13. TOTAL NO. OF OVER-BURDEN SAMPLES TAKEN DISTURBED 6 UNDISTURBED 0			
6. DIRECTION OF HOLE <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED _____ DEG. FROM VERT.			14. TOTAL NUMBER CORE BOXES N/A			
7. THICKNESS OF OVERBURDEN N/A (14.3' of Water)			15. ELEVATION GROUND WATER N/A			
8. DEPTH DRILLED INTO ROCK 0.0'			16. DATE HOLE STARTED 4/25/00 COMPLETED 4/25/00			
9. TOTAL DEPTH OF HOLE 34.3'			17. ELEVATION TOP OF HOLE 0.0' MLLW			
			18. TOTAL CORE RECOVERY FOR BORING N/A %			
			19. SIGNATURE OF INSPECTOR Ben Lackey, P.E.			
ELEVATION MLLW	DEPTH feet	LEGEND c	CLASSIFICATION OF MATERIALS (Description) d	% CORE RECOV- ERY e	BOX OR SAMPLE NO. f	REMARKS (Drilling time, water loss, depth of weathering, etc. If sign/floor) g
0.0	0		0.0' TO 14.3' WATER			Time begin vibracoring: 12:15 hrs. Soils described by Larry Benjamin, Civil Engr. Tech.
-14.3	14.0 14.3		OCEAN BOTTOM @ 14.3'			NOTE: CHANGED SCALE @ 14.0'
	14.3		SP- Tan, medium, poorly graded sand		1	NOTE: TOP OF HOLE is de- fined as surface of water and compensation is made for the tide such that top of Hole is 0.0 EL MLLW.
	17.0				2	
	20.0				3	VIBRACORE BORING From 0.0' to 20.0' Ran 20.0' Rec: 10.0'
	23.0				4	Top of vibracore soil sample is logged as be- ginning at Ocean Bottom. When Run is greater than Recovery, the difference is depicted as Assumed Not Recovered.
-24.3	24.3		Assumed not recovered		5	
	26.0				6	NOTE: Soils commercial lab classified in accord- ance with ASTM D-2487
	29.0					LAB CLASSIFICATION Jar Number Classification 1 SP 2 SP 3 SP 4 SP 5 SP 6 SP
	32.0					NOTE: Terminated hole at predetermined depth at 34.3'
-34.3	34.3		BOTTOM OF HOLE AT 34.3' SOILS ARE FIELD VISUALLY CLASSIFIED IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM			

DRILLING LOG		DIVISION SOUTH ATLANTIC		INSTALLATION WILMINGTON DISTRICT		SHEET 1 OF 1 SHEETS											
1. PROJECT CAROLINA BEACH INLET				10. SIZE AND TYPE OF BIT 4" Dia. Vibracore													
2. LOCATION (Coordinates or Station) NC Coord. E 2338705 N 121329 (NAD 83)				11. DATUM FOR ELEVATION SHOW <i>BM</i> or <i>MSL</i> MLLW													
3. DRILLING AGENCY WILMINGTON DISTRICT				12. MANUFACTURER'S DESIGNATION OF DRILL VIBRA CORE SNELL													
4. HOLE NO. (As shown on drawing title and file number) CBI00-2				13. TOTAL NO. OF OVER-BURDEN SAMPLES TAKEN DISTURBED 4 UNDISTURBED 0													
5. NAME OF DRILLER JERRY FULCHER CRANE OPERATOR				14. TOTAL NUMBER CORE BOXES N/A													
6. DIRECTION OF HOLE <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED _____ DEG. FROM VERT.				15. ELEVATION GROUND WATER N/A													
7. THICKNESS OF OVERBURDEN N/A (13.3' of Water)				16. DATE HOLE STARTED 4/25/00 COMPLETED 4/25/00													
8. DEPTH DRILLED INTO ROCK 0.0'				17. ELEVATION TOP OF HOLE 0.0' MLLW													
9. TOTAL DEPTH OF HOLE 32.9'				18. TOTAL CORE RECOVERY FOR BORING N/A %													
				19. SIGNATURE OF INSPECTOR Ben Lackey, P.E.													
ELEVATION MLLW	DEPTH feet	LEGEND =	CLASSIFICATION OF MATERIALS (Description) d	% CORE RECOV- ERY e	BOX OR SAMPLE NO. f	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant) g											
0.0	0		0.0' TO 13.3' WATER			Time begin vibracoring: 13:18 hrs. Soils described by Larry Benjamin, Civil Engr. Tech.											
-13.3	13.0 13.3		OCEAN BOTTOM @ 13.3'			NOTE: CHANGED SCALE @ 13.0'											
	16.0		SP- Grayish tan, medium, poorly graded sand		1	NOTE: TOP OF HOLE is de- fined as surface of water and compensation is made for the tide such that top of Hole is 0.0 EL MLLW.											
	19.0				2												
	19.4				3	VIBRACORE BORING From 0.0' to 20.0' Ran 20.0' Rec: 6.1'											
-19.4	19.4		Assumed not recovered		4	Top of vibracore soil sample is logged as be- ginning at Ocean Bottom. When Run is greater than Recovery, the difference is depicted as Assumed Not Recovered.											
	22.0					NOTE: Soils commercial lab classified in accord- ance with ASTM D-2487											
	25.0					LAB CLASSIFICATION <table border="1"> <tr> <th>Jar Number</th> <th>Classification</th> </tr> <tr> <td>1</td> <td>SP</td> </tr> <tr> <td>2</td> <td>SP</td> </tr> <tr> <td>3</td> <td>SP</td> </tr> <tr> <td>4</td> <td>SP</td> </tr> </table>		Jar Number	Classification	1	SP	2	SP	3	SP	4	SP
Jar Number	Classification																
1	SP																
2	SP																
3	SP																
4	SP																
	28.0																
	31.0					NOTE: Terminated hole at predetermined depth at 32.9'											
-32.9	32.9		BOTTOM OF HOLE AT 32.9' SOILS ARE FIELD VISUALLY CLASSIFIED IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM														

DRILLING LOG		DIVISION SOUTH ATLANTIC	INSTALLATION WILMINGTON DISTRICT	SHEET 1 OF 1 SHEETS		
1. PROJECT CAROLINA BEACH INLET			10. SIZE AND TYPE OF BIT 4" Dia. Vibracore			
2. LOCATION (Coordinates or Station) NC Coord. E 2339121 N 121400 (NAD 83)			11. DATUM FOR ELEVATION SHOWN <u>MLLW</u> or <u>MSL</u>			
3. DRILLING AGENCY WILMINGTON DISTRICT			12. MANUFACTURER'S DESIGNATION OF DRILL VIBRA CORE SNELL			
4. HOLE NO. (As shown on drawing title and file number) CB100-3			13. TOTAL NO. OF OVER- BURDEN SAMPLES TAKEN DISTURBED 6 UNDISTURBED 0			
5. NAME OF DRILLER JERRY FULCHER CRANE OPERATOR			14. TOTAL NUMBER CORE BOXES N/A			
6. DIRECTION OF HOLE <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED _____ DEG. FROM VERT.			15. ELEVATION GROUND WATER N/A			
7. THICKNESS OF OVERBURDEN N/A (11.8' of Water)			16. DATE HOLE STARTED 4/25/00 COMPLETED 4/25/00			
8. DEPTH DRILLED INTO ROCK 0.0'			17. ELEVATION TOP OF HOLE 0.0' MLLW			
9. TOTAL DEPTH OF HOLE 31.8'			18. TOTAL CORE RECOVERY FOR BORING N/A			
			19. SIGNATURE OF INSPECTOR Ben Lackey, P.E.			
ELEVATION MLLW	DEPTH feet	LEGEND c	CLASSIFICATION OF MATERIALS (Description) d	% CORE RECOV- ERY e	BOX OR SAMPLE NO. f	REMARKS (Drilling time, water loss, depth of weathering, etc. if significant) g
0.0	0		0.0' TO 11.8' WATER			Time begin vibracoring: 13:43 hrs. Soils described by Larry Benjamin, Civil Engr. Tech. NOTE: CHANGED SCALE @ 11.0'
-11.8	11.8		OCEAN BOTTOM @ 11.8'			
	11.8		SP- Tan, medium, poorly graded sand		1	NOTE: TOP OF HOLE is de- fined as surface of water and compensation is made for the tide such that top of Hole is 0.0 EL MLLW.
	14.0				2	
	17.0		Light gray		3	VIBRACORE BORING From 0.0' to 20.0' Ran 20.0' Rec: 11.7'
	20.0				4	Top of vibracore soil sample is logged as be- ginning at Ocean Bottom. When Run is greater than Recovery, the difference is depicted as Assumed Not Recovered.
	23.0				5	
	23.5		Assumed not recovered		6	NOTE: Soils commercial lab classified in accord- ance with ASTM D-2487
	26.0					
	29.0					
	31.8		BOTTOM OF HOLE AT 31.8' SOILS ARE FIELD VISUALLY CLASSIFIED IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM			NOTE: Terminated hole at predetermined depth at 31.8'

DRILLING LOG		DIVISION SOUTH ATLANTIC		INSTALLATION WILMINGTON DISTRICT		SHEET 1 OF 1 SHEETS	
1. PROJECT CAROLINA BEACH INLET				10. SIZE AND TYPE OF BIT 4" Dia. Vibracore			
2. LOCATION (Coordinates or Station) NC Coord. E 2339449 N 121556 (NAD 83)				11. DATUM FOR ELEVATION SHOW <i>BM</i> or <i>MSL</i> MLLW			
3. DRILLING AGENCY WILMINGTON DISTRICT				12. MANUFACTURER'S DESIGNATION OF DRILL VIBRA CORE SNELL			
4. HOLE NO. (As shown on drawing title and file number) CB100-4				13. TOTAL NO. OF OVER-BURDEN SAMPLES TAKEN DISTURBED 6 UNDISTURBED 0			
5. NAME OF DRILLER JERRY FULCHER CRANE OPERATOR				14. TOTAL NUMBER CORE BOXES N/A			
6. DIRECTION OF HOLE <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED _____ DEG. FROM VERT.				15. ELEVATION GROUND WATER N/A			
7. THICKNESS OF OVERBURDEN N/A (12.7' of Water)				16. DATE HOLE STARTED 4/25/00 COMPLETED 4/25/00			
8. DEPTH DRILLED INTO ROCK 0.0'				17. ELEVATION TOP OF HOLE 0.0' MLLW			
9. TOTAL DEPTH OF HOLE 26.7'				18. TOTAL CORE RECOVERY FOR BORING N/A %			
				19. SIGNATURE OF INSPECTOR Ben Lackey, P.E.			
ELEVATION MLLW	DEPTH feet	LEGEND e	CLASSIFICATION OF MATERIALS (Description) d	% CORE RECOV- ERY e	BOX OR SAMPLE NO. f	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant) g	
0.0	0		0.0' TO 12.7' WATER			Time begin vibracoring: 14:20 hrs. Soils described by Larry Benjamin, Civil Engr. Tech.	
-12.7	12.7		OCEAN BOTTOM @ 12.7'			NOTE: CHANGED SCALE @ 12.0'	
	15.0		SP- Tan, medium, poorly graded sand		1	NOTE: TOP OF HOLE is de- fined as surface of water and compensation is made for the tide such that top of Hole is 0.0 EL MLLW.	
	18.0				2		
	21.0				3	VIBRACORE BORING From 0.0' to 20.0' Ran 20.0' Rec: 10.5'	
	23.2				4	Top of vibracore soil sample is logged as be- ginning at Ocean Bottom. When Run is greater than Recovery, the difference is depicted as Assumed Not Recovered.	
	24.0		Assumed not recovered		5	NOTE: Soils commercial lab classified in accord- ance with ASTM D-2487	
	26.7		BOTTOM OF HOLE AT 26.7' SOILS ARE FIELD VISUALLY CLASSIFIED IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM		6	NOTE: Terminated hole at predetermined depth at 26.7'	
						LAB CLASSIFICATION Jar Number Classification 1 SP 2 SP 3 SP 4 SP 5 SP 6 SP	

DRILLING LOG		DIVISION SOUTH ATLANTIC	INSTALLATION WILMINGTON DISTRICT	SHEET 1 OF 1 SHEETS
1. PROJECT CAROLINA BEACH INLET		10. SIZE AND TYPE OF BIT 4" Dia. Vibracore		
2. LOCATION (Coordinates or Station) NC Coord. E 2340267 N 121637 (NAD 83)		11. DATUM FOR ELEVATION SHOW <i>FBM</i> or <i>MSL</i> MLLW		
3. DRILLING AGENCY WILMINGTON DISTRICT		12. MANUFACTURER'S DESIGNATION OF DRILL VIBRA CORE SNELL		
4. HOLE NO. (As shown on drawing title and file number) CB100-5		13. TOTAL NO. OF OVER-BURDEN SAMPLES TAKEN DISTURBED 6 UNDISTURBED 0		
5. NAME OF DRILLER JERRY FULCHER CRANE OPERATOR		14. TOTAL NUMBER CORE BOXES N/A		
6. DIRECTION OF HOLE <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED _____ DEG. FROM VERT.		15. ELEVATION GROUND WATER N/A		
7. THICKNESS OF OVERBURDEN N/A (8.2' of Water)		16. DATE HOLE STARTED 4/25/00 COMPLETED 4/25/00		
8. DEPTH DRILLED INTO ROCK 0.0'		17. ELEVATION TOP OF HOLE 0.0' MLLW		
9. TOTAL DEPTH OF HOLE 28.2'		18. TOTAL CORE RECOVERY FOR BORING N/A %		
		19. SIGNATURE OF INSPECTOR Ben Lackey, P.E.		

ELEVATION MLLW	DEPTH feet	LEGEND c	CLASSIFICATION OF MATERIALS (Description) d	% CORE RECOVERY e	BOX OR SAMPLE NO. f	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant) g
0.0	0		0.0' TO 8.2' WATER			Time begin vibracoring: 14:33 hrs. Soils described by Larry Benjamin, Civil Engr. Tech.
-8.2	8.0 8.2		OCEAN BOTTOM @ 8.2'			NOTE: CHANGED SCALE @ 8.0'
	11.0		SP- Tan, medium, poorly graded sand		1	NOTE: TOP OF HOLE is de- fined as surface of water and compensation is made for the tide such that top of Hole is 0.0 EL MLLW.
	14.0				2	
	17.0		Coarse grained, with shell fragments		3	VIBRACORE BORING From 0.0' to 20.0' Ran 20.0' Rec: 11.6'
	19.8				4	Top of vibracore soil sample is logged as be- ginning at Ocean Bottom. When Run is greater than Recovery, the difference is depicted as Assumed Not Recovered.
-19.8	20.0		Assumed not recovered		5	NOTE: Soils commercial lab classified in accord- ance with ASTM D-2487
	23.0				6	LAB CLASSIFICATION Jar Number Classification 1 SP 2 SP 3 SP 4 SP 5 SW 6 SW
	26.0					NOTE: Terminated hole at predetermined depth at 28.2'
-28.2	28.2		BOTTOM OF HOLE AT 28.2' SOILS ARE FIELD VISUALLY CLASSIFIED IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM			

DRILLING LOG		DIVISION SOUTH ATLANTIC		INSTALLATION WILMINGTON DISTRICT		SHEET 1 OF 1 SHEETS	
1. PROJECT CAROLINA BEACH INLET				10. SIZE AND TYPE OF BIT 4" Dia. Vibracore			
2. LOCATION (Coordinates or Station) NC Coord. E 2340542 N 121835 (NAD 83)				11. DATUM FOR ELEVATION SHOWING or MSL MLLW			
3. DRILLING AGENCY WILMINGTON DISTRICT				12. MANUFACTURER'S DESIGNATION OF DRILL VIBRA CORE (SNELL)			
4. HOLE NO. (As shown on drawing title and file number) CB100-6				13. TOTAL NO. OF OVER-BURDEN SAMPLES TAKEN DISTURBED 6 UNDISTURBED 0			
5. NAME OF DRILLER JERRY FULCHER CRANE OPERATOR				14. TOTAL NUMBER CORE BOXES N/A			
6. DIRECTION OF HOLE <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED _____ DEG. FROM VERT.				15. ELEVATION GROUND WATER N/A			
7. THICKNESS OF OVERBURDEN N/A (8.4' of Water)				16. DATE HOLE STARTED 4/25/00 COMPLETED 4/25/00			
8. DEPTH DRILLED INTO ROCK 0.0'				17. ELEVATION TOP OF HOLE 0.0' MLLW			
9. TOTAL DEPTH OF HOLE 28.4'				18. TOTAL CORE RECOVERY FOR BORING N/A %			
				19. SIGNATURE OF INSPECTOR Ben Lackey, P.E.			
ELEVATION MLLW	DEPTH feet	LEGEND c	CLASSIFICATION OF MATERIALS (Description) d	% CORE RECOVER- ERY e	BOX OR SAMPLE NO. f	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant) g	
0.0	0		0.0' TO 8.4' WATER			Time begin vibracoring: 14:49 hrs. Soils described by Larry Benjamin, Civil Engr. Tech.	
-8.4	8.4		OCEAN BOTTOM @ 8.4'			NOTE: CHANGED SCALE @ 8.0'	
	8.4		SP- Tan, coarse, poorly graded sand, with shell fragments		1	NOTE: TOP OF HOLE is de- fined as surface of water and compensation is made for the tide such that top of Hole is 0.0 EL MLLW.	
	11.0				2		
	14.0				3	VIBRACORE BORING From 0.0' to 20.0' Ran 20.0' Rec: 9.8'	
	17.0		Light gray, no shell fragments		4	Top of vibracore soil sample is logged as be- ginning at Ocean Bottom. When Run is greater than Recovery, the difference is depicted as Assumed Not Recovered.	
	20.0		With shell fragments		5		
-24.3	24.3		Assumed not recovered		6	NOTE: Soils commercial lab classified in accord- ance with ASTM D-2487	
	23.0					LAB CLASSIFICATION Jar Number Classification 1 SW 2 SW 3 SW 4 SP 5 SP 6 SP	
	26.0						
-28.4	28.4		BOTTOM OF HOLE AT 28.4' SOILS ARE FIELD VISUALLY CLASSIFIED IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM				

DRILLING LOG		DIVISION SOUTH ATLANTIC		INSTALLATION WILMINGTON DISTRICT		SHEET 1 OF 1 SHEETS	
1. PROJECT CAROLINA BEACH INLET				10. SIZE AND TYPE OF BIT 4" Dia. Vibracore			
2. LOCATION (Coordinates or Station) NC Coord. E 2339874 N 121827 (NAD 83)				11. DATUM FOR ELEVATION SHOWING or MSL MLLW			
3. DRILLING AGENCY WILMINGTON DISTRICT				12. MANUFACTURER'S DESIGNATION OF DRILL VIBRA CORE SNELL			
4. HOLE NO. (As shown on drawing title and file number) CB100-7				13. TOTAL NO. OF OVER-BURDEN SAMPLES TAKEN DISTURBED 6 UNDISTURBED 0			
5. NAME OF DRILLER JERRY FULCHER CRANE OPERATOR				14. TOTAL NUMBER CORE BOXES N/A			
6. DIRECTION OF HOLE <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED _____ DEG. FROM VERT.				15. ELEVATION GROUND WATER N/A			
7. THICKNESS OF OVERBURDEN N/A (12.1' of Water)				16. DATE HOLE STARTED 4/26/00 COMPLETED 4/26/00			
8. DEPTH DRILLED INTO ROCK 0.0'				17. ELEVATION TOP OF HOLE 0.0' MLLW			
9. TOTAL DEPTH OF HOLE 31.0'				18. TOTAL CORE RECOVERY FOR BORING N/A %			
				19. SIGNATURE OF INSPECTOR Ben Lackey, P.E.			
ELEVATION MLLW	DEPTH feet	LEGEND •	CLASSIFICATION OF MATERIALS (Description)	% CORE RECOVERY	BOX OR SAMPLE NO.	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant)	
0.0	0		0.0' TO 12.1' WATER			Time begin vibracoring: 07:36 hrs. Soils described by Larry Benjamin, Civil Engr. Tech.	
-12.1	12.0 12.1		OCEAN BOTTOM @ 12.1'			NOTE: CHANGED SCALE @ 12.0'	
	12.1	•	SP- Tan, medium poorly graded sand		1	NOTE: TOP OF HOLE is defined as surface of water and compensation is made for the tide such that top of Hole is 0.0 EL MLLW.	
	15.0	•			2		
	18.0	•			3	VIBRACORE BORING From 0.0' to 20.0' Ran 20.0' Rec: 11.5'	
	21.0	•			4	Top of vibracore soil sample is logged as beginning at Ocean Bottom. When Run is greater than Recovery, the difference is depicted as Assumed Not Recovered.	
	23.6	•			5		
	24.0	•	Assumed not recovered		6	NOTE: Soils commercial lab classified in accordance with ASTM D-2487	
	27.0					LAB CLASSIFICATION Jar Number Classification 1 SP 2 SP 3 SP 4 SP 5 SP 6 SP	
	30.0					NOTE: Terminated hole at predetermined depth at 31.0'	
-31.0	31.0		BOTTOM OF HOLE AT 31.0' SOILS ARE FIELD VISUALLY CLASSIFIED IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM				

DRILLING LOG		DIVISION	INSTALLATION		SHEET 1 OF 1 SHEETS															
1. PROJECT CAROLINA BEACH INLET		SOUTH ATLANTIC	WILMINGTON DISTRICT																	
2. LOCATION (Coordinates or Station) NC Coord. E 2340256 N 121930 (NAD 83)			10. SIZE AND TYPE OF BIT 4" Dia. Vibracore																	
3. DRILLING AGENCY WILMINGTON DISTRICT			11. DATUM FOR ELEVATION SHOWING <i>BM or MSL</i> MLLW																	
4. HOLE NO. (As shown on drawing title and file number) CB100-8			12. MANUFACTURER'S DESIGNATION OF DRILL VIBRA CORE SNELL																	
5. NAME OF DRILLER JERRY FULCHER CRANE OPERATOR			13. TOTAL NO. OF OVER-BURDEN SAMPLES TAKEN DISTURBED 6 UNDISTURBED 0																	
6. DIRECTION OF HOLE <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED _____ DEG. FROM VERT.			14. TOTAL NUMBER CORE BOXES N/A																	
7. THICKNESS OF OVERBURDEN N/A (19.7' of Water)			15. ELEVATION GROUND WATER N/A																	
8. DEPTH DRILLED INTO ROCK 0.0'			16. DATE HOLE STARTED 4/26/00 COMPLETED 4/26/00																	
9. TOTAL DEPTH OF HOLE 39.7'			17. ELEVATION TOP OF HOLE 0.0' MLLW																	
			18. TOTAL CORE RECOVERY FOR BORING N/A %																	
			19. SIGNATURE OF INSPECTOR Ben Lackey, P.E.																	
ELEVATION MLLW	DEPTH feet	LEGEND c	CLASSIFICATION OF MATERIALS (Description) d	% CORE RECOVER- ERY e	BOX OR SAMPLE NO. f	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant) g														
0.0	0		0.0' TO 19.7' WATER			Time begin vibracoring: 07:49 hrs. Soils described by Larry Benjamin, Civil Engr. Tech.														
	19.0					NOTE: CHANGED SCALE @ 19.0'														
-19.7	19.7		SP- Tan, medium, poorly graded sand		1	NOTE: TOP OF HOLE is de- fined as surface of water and compensation is made for the tide such that top of Hole is 0.0 EL MLLW.														
	22.0				2															
	25.0		Light gray		3	VIBRACORE BORING From 0.0' to 20.0' Ran 20.0' Rec: 10.5'														
	28.0				4	Top of vibracore soil sample is logged as be- ginning at Ocean Bottom. When Run is greater than Recovery, the difference is depicted as Assumed Not Recovered.														
	30.2		Assumed not recovered		5	NOTE: Soils commercial lab classified in accord- ance with ASTM D-2487														
	31.0				6	LAB CLASSIFICATION <table border="1"> <thead> <tr> <th>Jor Number</th> <th>Classification</th> </tr> </thead> <tbody> <tr><td>1</td><td>SP</td></tr> <tr><td>2</td><td>SP</td></tr> <tr><td>3</td><td>SP</td></tr> <tr><td>4</td><td>SP</td></tr> <tr><td>5</td><td>SP</td></tr> <tr><td>6</td><td>SP</td></tr> </tbody> </table>	Jor Number	Classification	1	SP	2	SP	3	SP	4	SP	5	SP	6	SP
Jor Number	Classification																			
1	SP																			
2	SP																			
3	SP																			
4	SP																			
5	SP																			
6	SP																			
	34.0																			
	37.0					NOTE: Terminated hole at predetermined depth at 39.7'														
-39.7	39.7		BOTTOM OF HOLE AT 39.7' SOILS ARE FIELD VISUALLY CLASSIFIED IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM																	

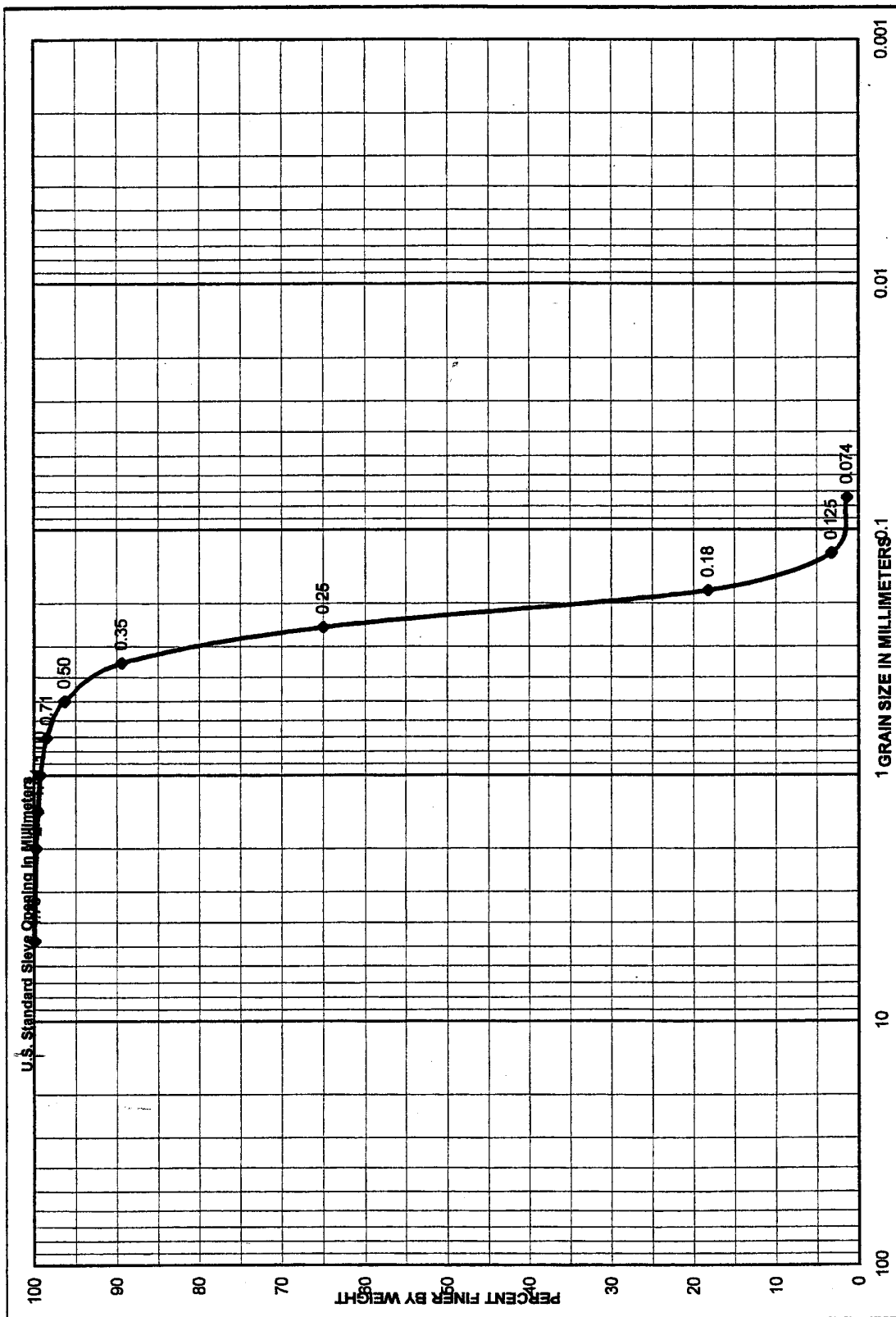
DRILLING LOG		DIVISION	INSTALLATION	SHEET 1 OF 1 SHEETS		
1. PROJECT CAROLINA BEACH INLET		SOUTH ATLANTIC	WILMINGTON DISTRICT			
2. LOCATION (Coordinates or Station) NC Coord. E 2339617 N 121944 (NAD 83)			10. SIZE AND TYPE OF BIT 4" Dia. Vibracore			
3. DRILLING AGENCY WILMINGTON DISTRICT			11. DATUM FOR ELEVATION SHOWING <i>BM</i> or <i>MSL</i> MLLW			
4. HOLE NO. (As shown on drawing title and file number) CB100-10			12. MANUFACTURER'S DESIGNATION OF DRILL VIBRA CORE SNELL			
5. NAME OF DRILLER JERRY FULCHER CRANE OPERATOR			13. TOTAL NO. OF OVER-BURDEN SAMPLES TAKEN DISTURBED 6 UNDISTURBED 0			
6. DIRECTION OF HOLE <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED _____ DEG. FROM VERT.			14. TOTAL NUMBER CORE BOXES N/A			
7. THICKNESS OF OVERBURDEN N/A (26.2' of Water)			15. ELEVATION GROUND WATER N/A			
8. DEPTH DRILLED INTO ROCK 0.0'			16. DATE HOLE STARTED 4/26/00 COMPLETED 4/26/00			
9. TOTAL DEPTH OF HOLE 46.2'			17. ELEVATION TOP OF HOLE 0.0' MLLW			
			18. TOTAL CORE RECOVERY FOR BORING N/A %			
			19. SIGNATURE OF INSPECTOR Ben Lackey, P.E.			
ELEVATION MLLW	DEPTH feet	LEGEND c	CLASSIFICATION OF MATERIALS (Description) s	% CORE RECOVERY e	BOX OR SAMPLE NO. f	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant) g
0.0	0		0.0' TO 26.2' WATER			Time begin vibracoring: 08:25 hrs. Soils described by Larry Benjamin, Civil Engr. Tech.
-26.2	26.0		OCEAN BOTTOM @ 26.2'			NOTE: CHANGED SCALE @ 26.0'
	26.2		SP- Tan, coarse, poorly graded sand with shell fragments		1	NOTE: TOP OF HOLE is de- fined as surface of water and compensation is made for the tide such that top of Hole is 0.0 EL MLLW.
	29.0				2	
	32.0				3	VIBRACORE BORING From 0.0' to 20.0' Ran 20.0' Rec: 11.1'
	35.0		Light gray, medium grained, no shell fragments		4	Top of vibracore soil sample is logged as be- ginning at Ocean Bottom. When Run is greater than Recovery, the difference is depicted as Assumed Not Recovered.
	37.3				5	
	38.0		Assumed not recovered		6	NOTE: Soils commercial lab classified in accord- ance with ASTM D-2487
	41.0					LAB CLASSIFICATION Jar Number Classification 1 SW 2 SW 3 SW 4 SP 5 SP 6 SW
	44.0					NOTE: Terminated hole at predetermined depth at 46.2'
-46.2	46.2		BOTTOM OF HOLE AT 46.2' SOILS ARE FIELD VISUALLY CLASSIFIED IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM			

DRILLING LOG		DIVISION SOUTH ATLANTIC		INSTALLATION WILMINGTON DISTRICT		SHEET 1 OF 1 SHEETS	
1. PROJECT CAROLINA BEACH INLET				10. SIZE AND TYPE OF BIT 4" Dia. Vibracore			
2. LOCATION (Coordinates or Station) NC Coord. E 2339933 N 122092 (NAD 83)				11. DATUM FOR ELEVATION SHOWED <i>or</i> MSL MLLW			
3. DRILLING AGENCY WILMINGTON DISTRICT				12. MANUFACTURER'S DESIGNATION OF DRILL VIBRA CORE SNELL			
4. HOLE NO. (As shown on drawing title and file number) CB100-11				13. TOTAL NO. OF OVER-BURDEN SAMPLES TAKEN DISTURBED 5 UNDISTURBED 0			
5. NAME OF DRILLER JERRY FULCHER CRANE OPERATOR				14. TOTAL NUMBER CORE BOXES N/A			
6. DIRECTION OF HOLE <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED _____ DEG. FROM VERT.				15. ELEVATION GROUND WATER N/A			
7. THICKNESS OF OVERBURDEN N/A (25.5' of Water)				16. DATE HOLE STARTED 4/26/00 COMPLETED 4/26/00			
8. DEPTH DRILLED INTO ROCK 0.0'				17. ELEVATION TOP OF HOLE 0.0' MLLW			
9. TOTAL DEPTH OF HOLE 45.5'				18. TOTAL CORE RECOVERY FOR BORING N/A %			
				19. SIGNATURE OF INSPECTOR Ben Lockey, P.E.			
ELEVATION MLLW	DEPTH feet	LEGEND c	CLASSIFICATION OF MATERIALS (Description) d	% CORE RECOV- ERY e	BOX OR SAMPLE NO. f	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant) g	
0.0	0		0.0' TO 25.5' WATER			Time begin vibracoring: 08:57 hrs. Soils described by Larry Benjamin, Civil Engr. Tech.	
-25.5	25.0 25.5		OCEAN BOTTOM @ 25.5'			NOTE: CHANGED SCALE @ 25.0'	
	28.0		SP- Tan, medium, poorly graded sand		1	NOTE: TOP OF HOLE is de- fined as surface of water and compensation is made for the tide such that top of Hole is 0.0 EL MLLW.	
	31.0				2		
	33.9				3	VIBRACORE BORING From 0.0' to 20.0' Ran 20.0' Rec: 8.4'	
-33.9	33.9 34.0		Assumed not recovered		4	Top of vibracore soil sample is logged as be- ginning at Ocean Bottom. When Run is greater than Recovery, the difference is depicted as Assumed Not Recovered.	
	37.0				5	NOTE: Soils commercial lab classified in accord- ance with ASTM D-2487	
	40.0					LAB CLASSIFICATION Jar Number Classification 1 SW 2 SW 3 SW 4 SW 5 SP-SM	
	43.0					NOTE: Terminated hole at predetermined depth at 45.5'	
-45.5	45.5		BOTTOM OF HOLE AT 45.5' SOILS ARE FIELD VISUALLY CLASSIFIED IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM				

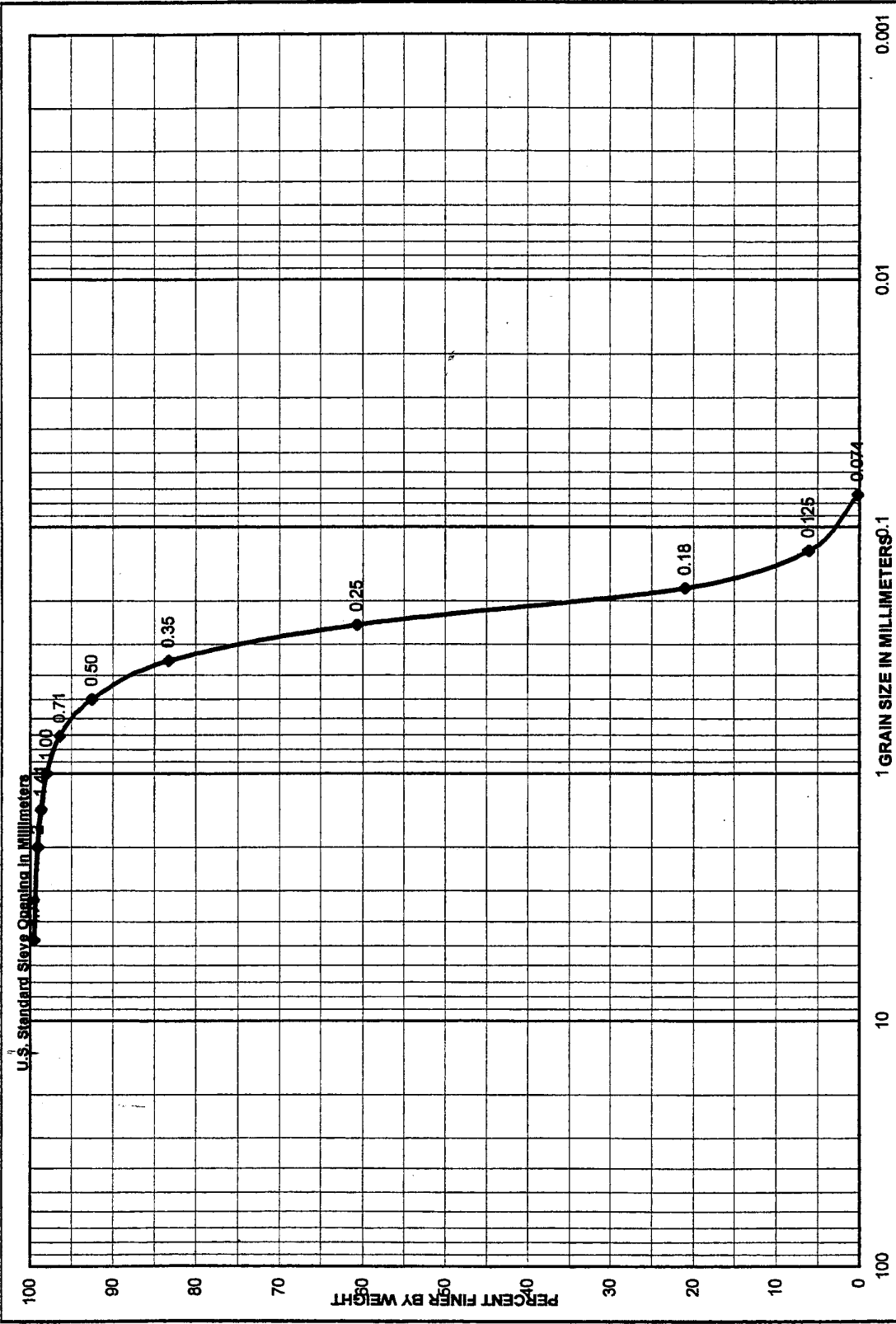
DRILLING LOG		DIVISION SOUTH ATLANTIC		INSTALLATION WILMINGTON DISTRICT		SHEET 1 OF 1 SHEETS																	
1. PROJECT CAROLINA BEACH INLET				10. SIZE AND TYPE OF BIT 4" Dia. Vibracore																			
2. LOCATION (Coordinates or Station) NC Coord. E 2340456 N 122138 (NAD 83)				11. DATUM FOR ELEVATION SHOWN <i>BM or MSL</i> MLLW																			
3. DRILLING AGENCY WILMINGTON DISTRICT				12. MANUFACTURER'S DESIGNATION OF DRILL VIBRA CORE SNELL																			
4. HOLE NO. (As shown on drawing title and file number) CB100-12				13. TOTAL NO. OF OVER-BURDEN SAMPLES TAKEN DISTURBED 7 UNDISTURBED 0																			
5. NAME OF DRILLER JERRY FULCHER CRANE OPERATOR				14. TOTAL NUMBER CORE BOXES N/A																			
6. DIRECTION OF HOLE <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED _____ DEG. FROM VERT.				15. ELEVATION GROUND WATER N/A																			
7. THICKNESS OF OVERBURDEN N/A (32.5' of Water)				16. DATE HOLE STARTED 4/26/00 COMPLETED 4/26/00																			
8. DEPTH DRILLED INTO ROCK 0.0'				17. ELEVATION TOP OF HOLE 0.0' MLLW																			
9. TOTAL DEPTH OF HOLE 52.5'				18. TOTAL CORE RECOVERY FOR BORING N/A %																			
				19. SIGNATURE OF INSPECTOR Ben Lackey, P.E.																			
ELEVATION MLLW	DEPTH feet	LEGEND c	CLASSIFICATION OF MATERIALS (Description) d	% CORE RECOV- ERY e	BOX OR SAMPLE NO. f	REMARKS (Drilling time, water loss, depth of weathering, etc., if significant) g																	
0.0	0		0.0' TO 32.5' WATER			Time begin vibracoring: 09:07 hrs. Soils described by Larry Benjamin, Civil Engr. Tech. NOTE: CHANGED SCALE @ 32.0'																	
-32.5	32.0 32.5		OCEAN BOTTOM @ 32.5'																				
			SP- Tan, coarse, poorly graded sand with shell fragments		1	NOTE: TOP OF HOLE is de- fined as surface of water and compensation is made for the tide such that top of Hole is 0.0 EL MLLW.																	
	35.0				2																		
						VIBRACORE BORING																	
					3	From 0.0' to 20.0' Ran 20.0' Rec: 15.0'																	
-37.7	37.7 38.0		SM-Gray, fine, silty sand traces of limestone gravel		4	Top of vibracore soil sample is logged as be- ginning at Ocean Bottom. When Run is greater than Recovery, the difference is depicted as Assumed Not Recovered.																	
	41.0				5																		
	44.0				6	NOTE: Soils commercial lab classified in accord- ance with ASTM D-2487																	
						LAB CLASSIFICATION																	
						<table border="1"> <thead> <tr> <th>Jar Number</th> <th>Classification</th> </tr> </thead> <tbody> <tr><td>1</td><td>SP</td></tr> <tr><td>2</td><td>SP</td></tr> <tr><td>3</td><td>SW</td></tr> <tr><td>4</td><td>SP-SM</td></tr> <tr><td>5</td><td>SP-SM</td></tr> <tr><td>6</td><td>SM</td></tr> <tr><td>7</td><td>SM</td></tr> </tbody> </table>		Jar Number	Classification	1	SP	2	SP	3	SW	4	SP-SM	5	SP-SM	6	SM	7	SM
Jar Number	Classification																						
1	SP																						
2	SP																						
3	SW																						
4	SP-SM																						
5	SP-SM																						
6	SM																						
7	SM																						
-47.5	47.5		Assumed not recovered																				
	50.0					NOTE: Terminated hole at predetermined depth at 34.3'																	
-52.5	52.5		BOTTOM OF HOLE AT 34.3'																				
			SOILS ARE FIELD VISUALLY CLASSIFIED IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM																				

APPENDIX B

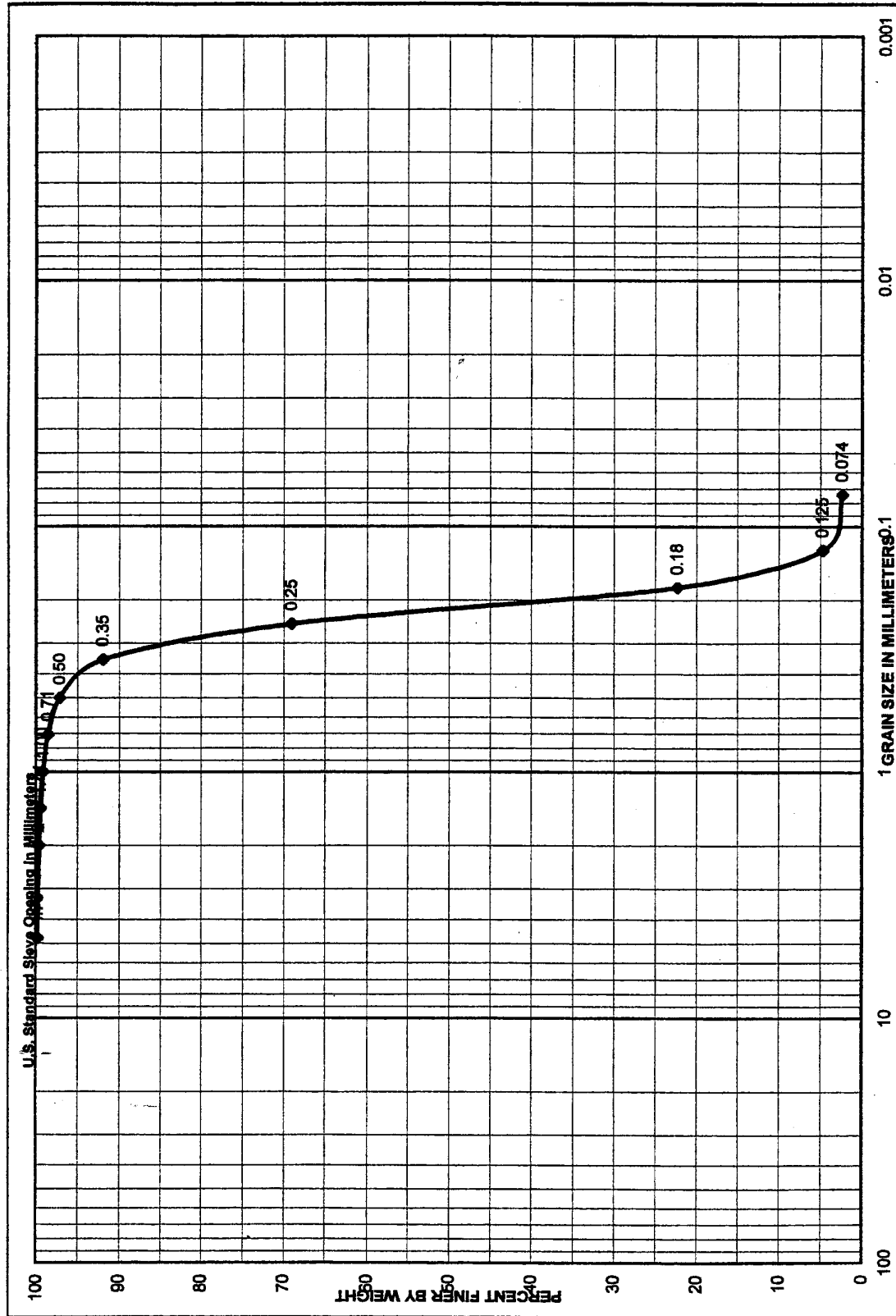
Grain Size Analysis

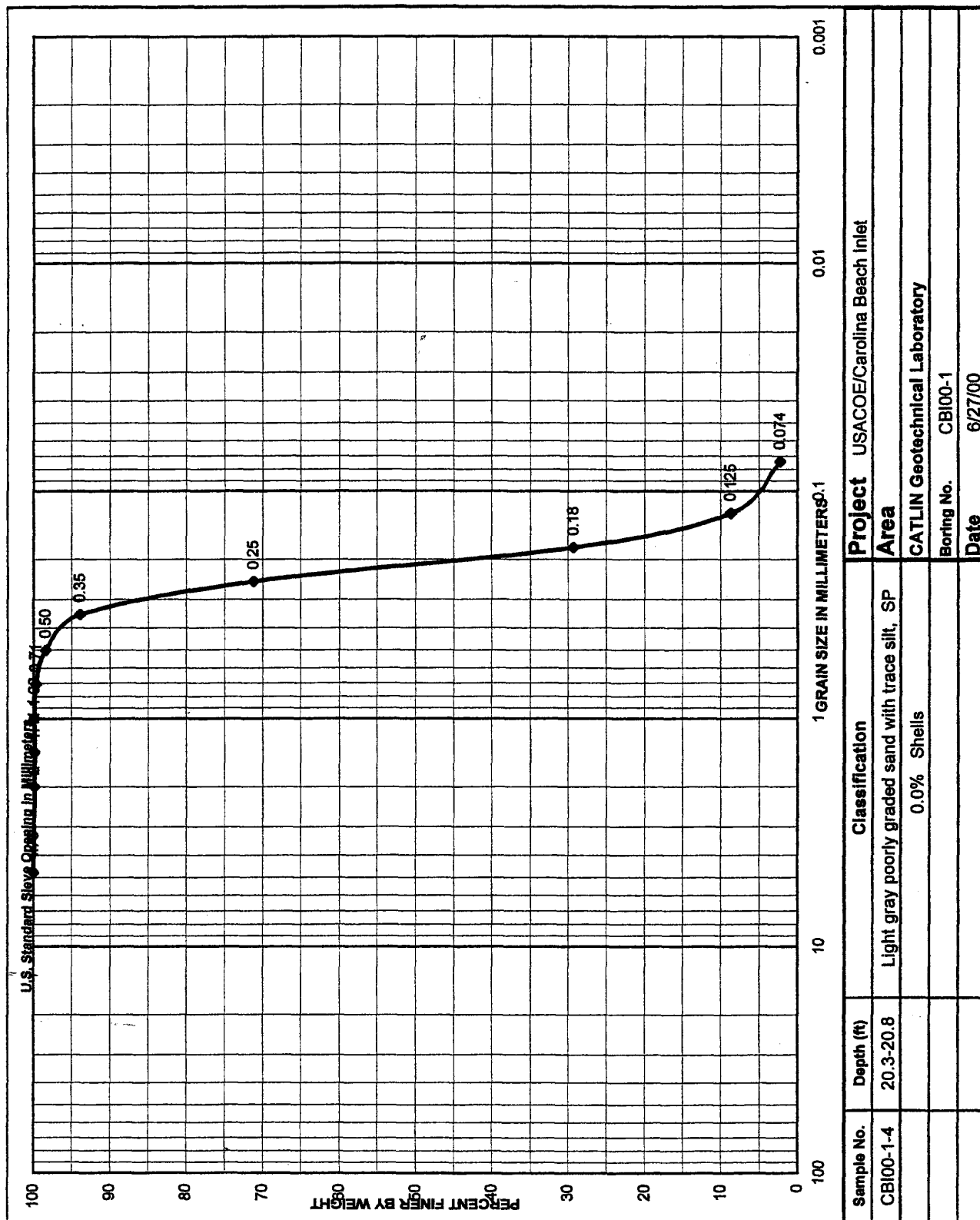


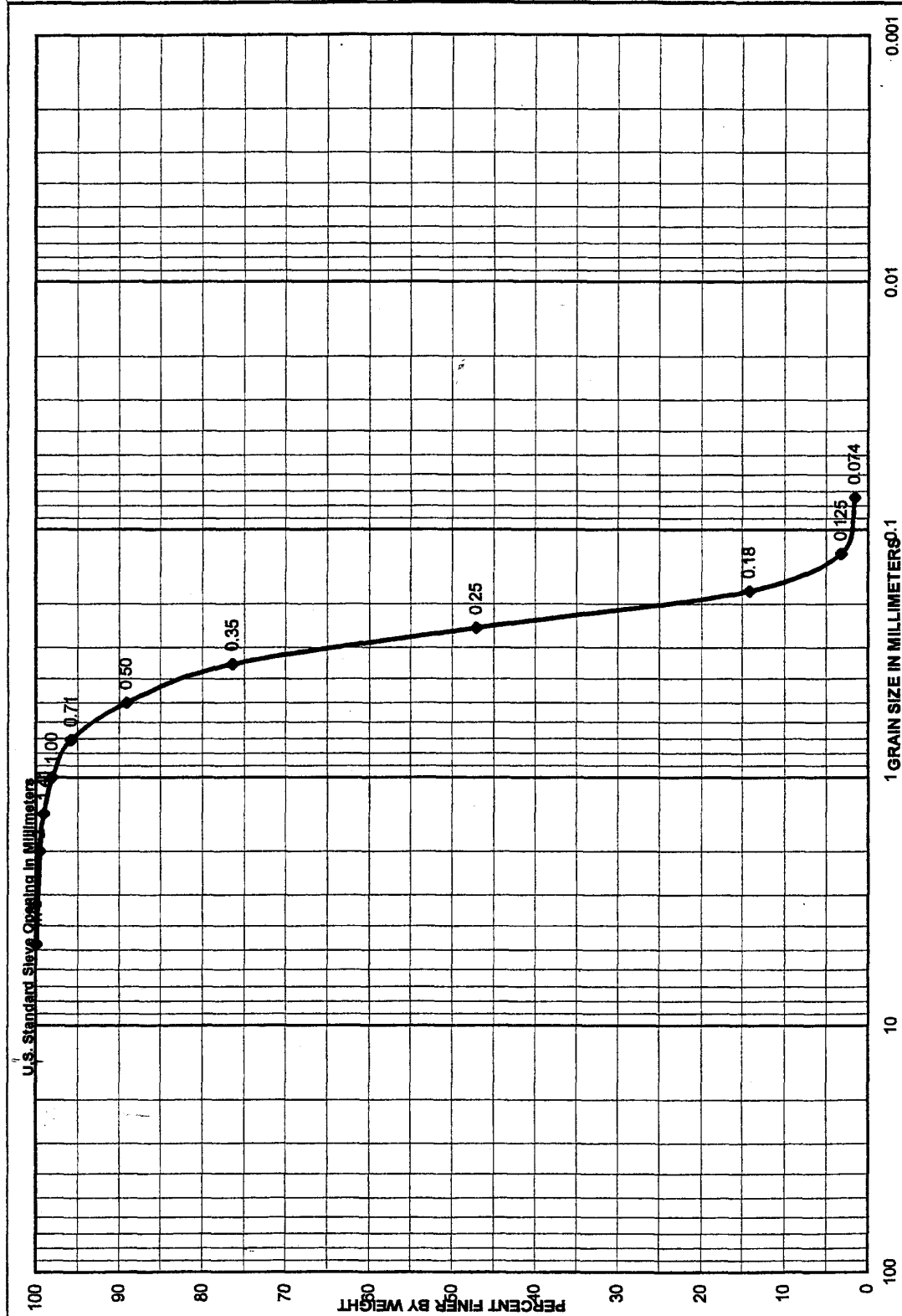
Sample No.	Depth (ft)	Classification	Project
CBI00-1-1	14.3-14.8	Light brown poorly graded sand with trace silt, SP	USACOE/Carolina Beach
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-1
			Date 6/27/00



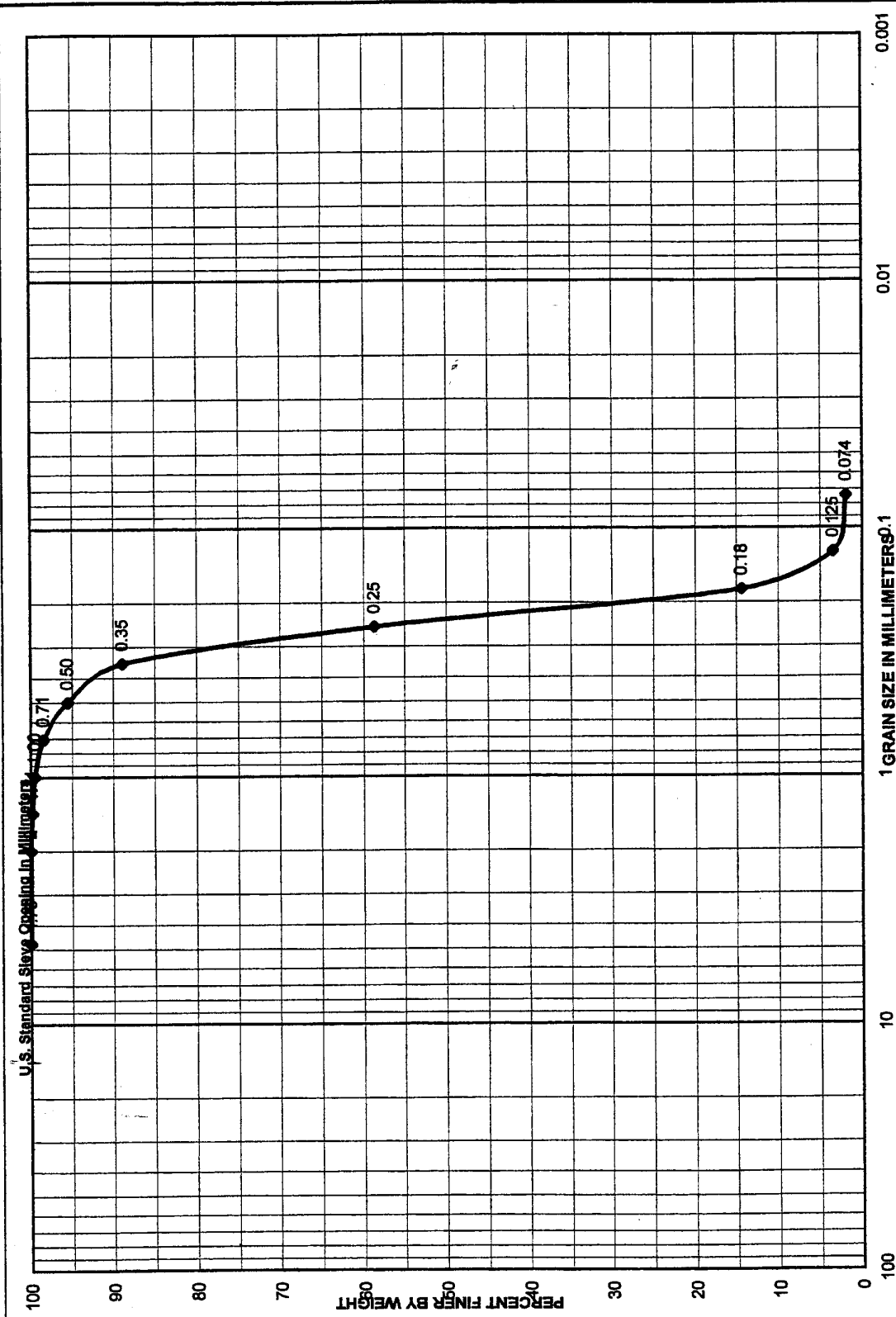
Sample No.	Depth (ft)	Classification	Project
CBI00-1-2	16.3-16.8	Light brown poorly graded sand with trace silt, SP	USACOE/Carolina Beach
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-1
			Date 6/27/00



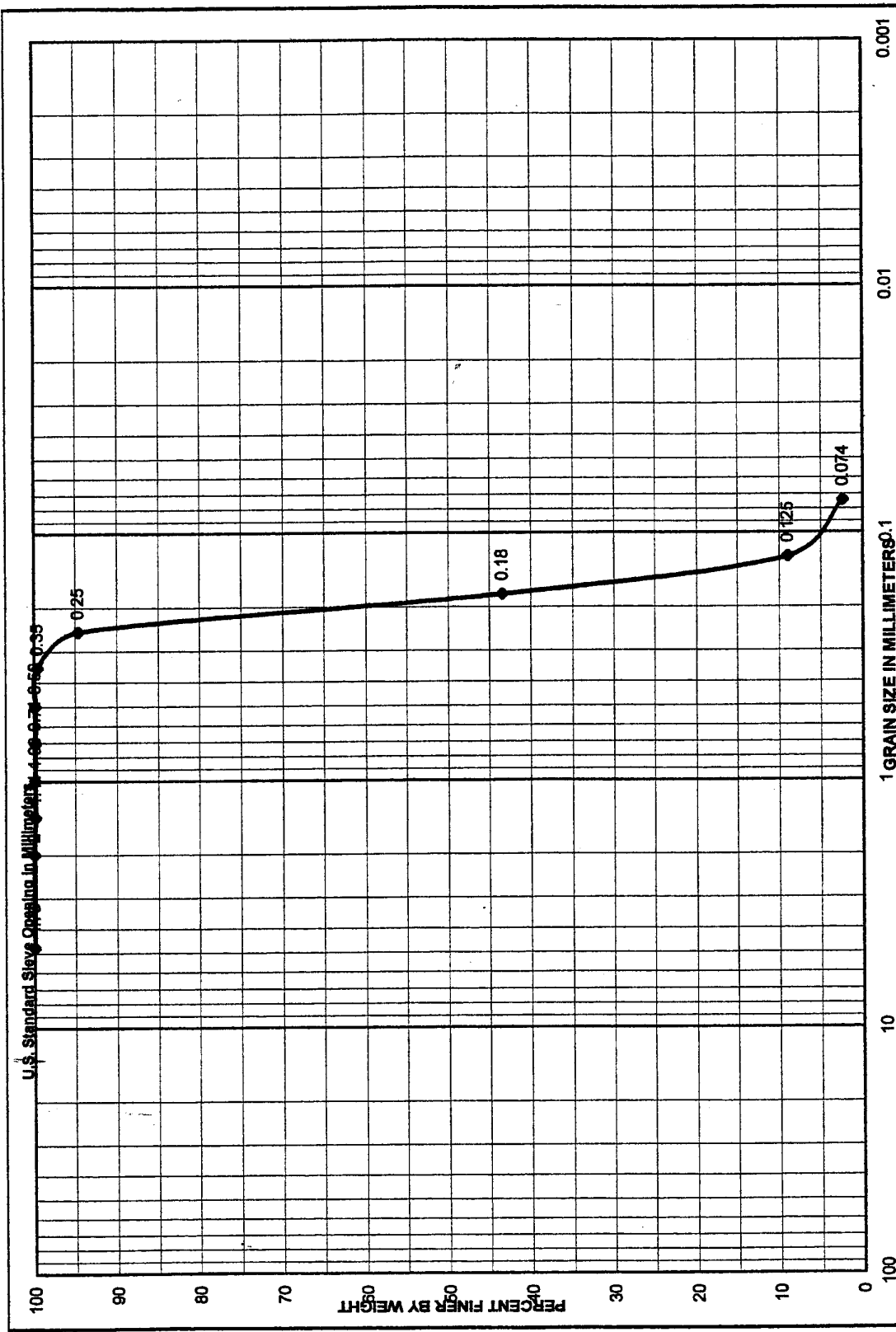




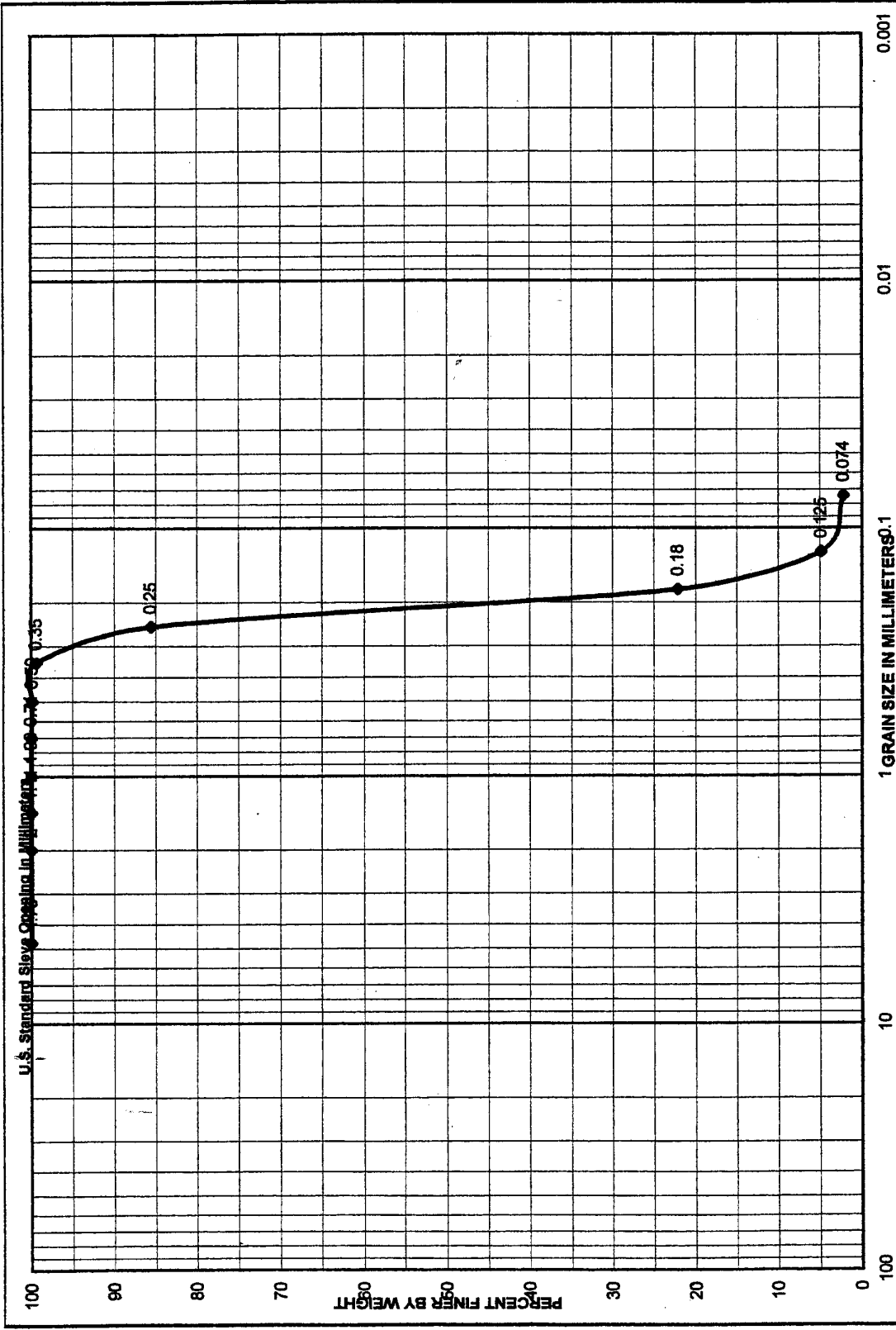
Sample No.	Depth (ft)	Classification	Project
CBI00-1-5	22.3-22.8	Light brown poorly graded sand with trace silt and trace shells, SP 0.89% Shells	USACOE/Carolina Beach Inlet
			Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-1
			Date 6/27/00



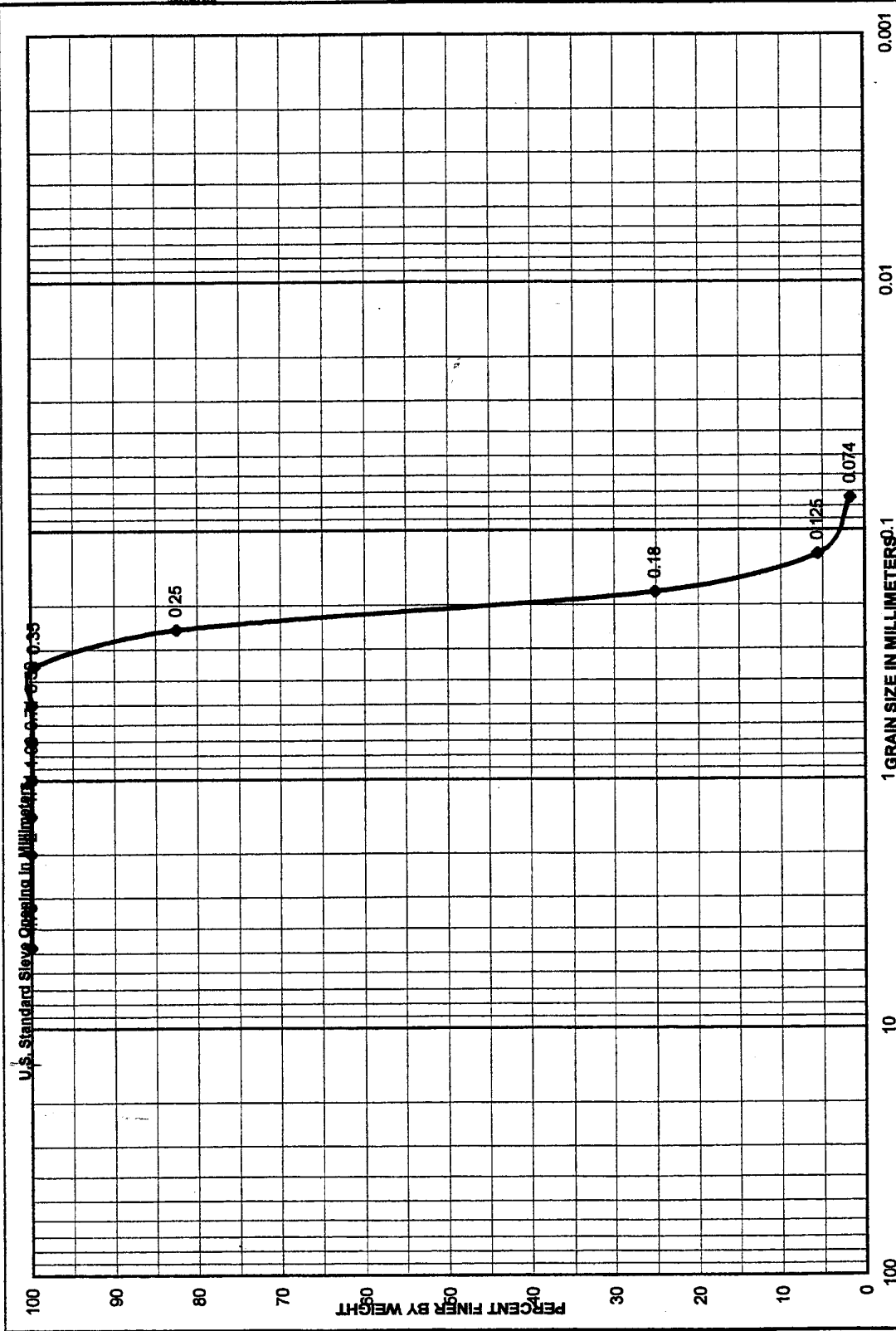
Sample No.	Depth (ft)	Classification	Project
CBI00-1-6	23.8-24.3	Light gray poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-1
			Date 6/27/00



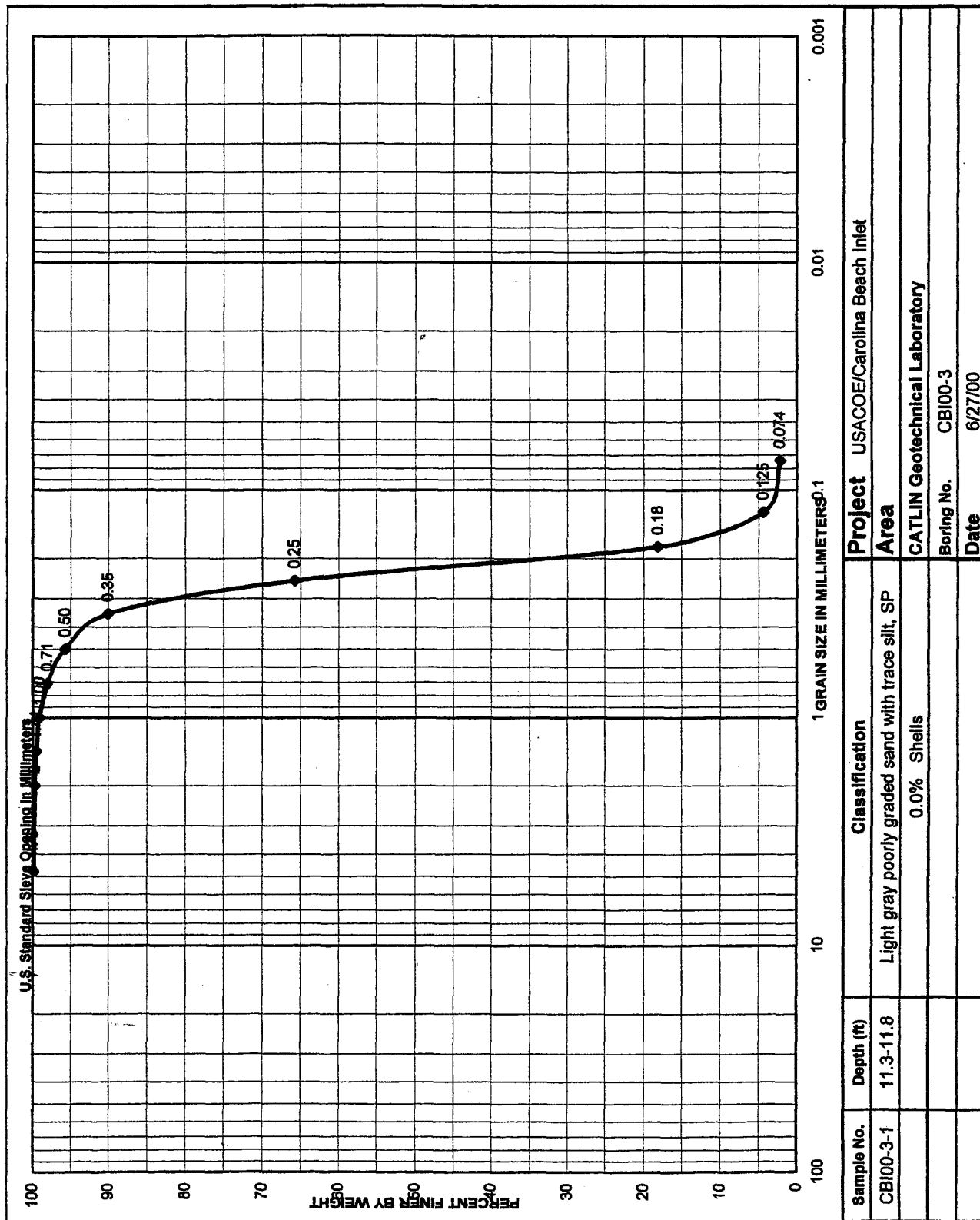
Sample No.	Depth (ft)	Classification	Project
CBI00-2-1	13.3-13.8	Light gray poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-2
			Date 6/27/00

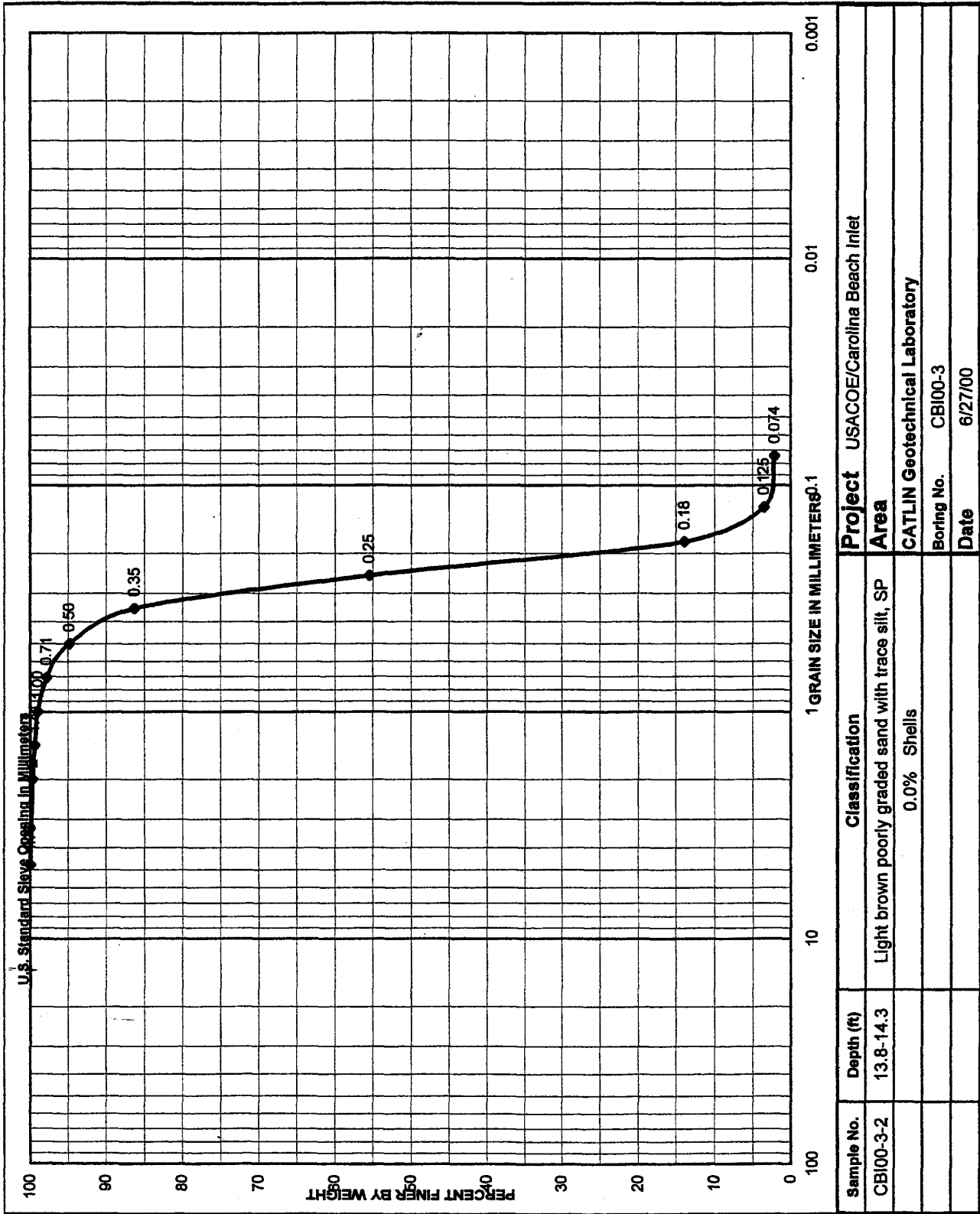


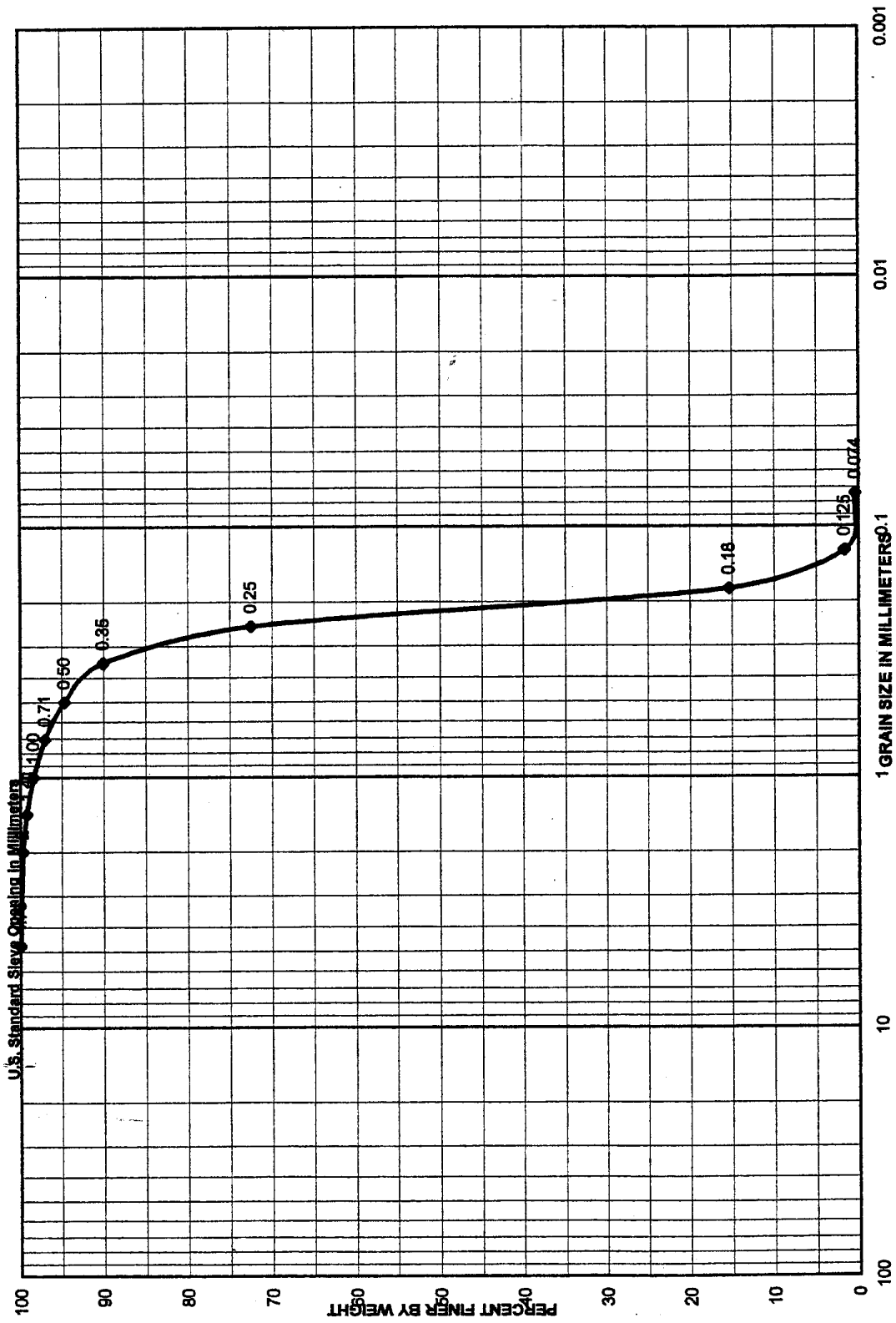
Sample No.	Depth (ft)	Classification	Project
CBI00-2-2	15.3-15.8	Light gray poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-2
			Date 6/27/00

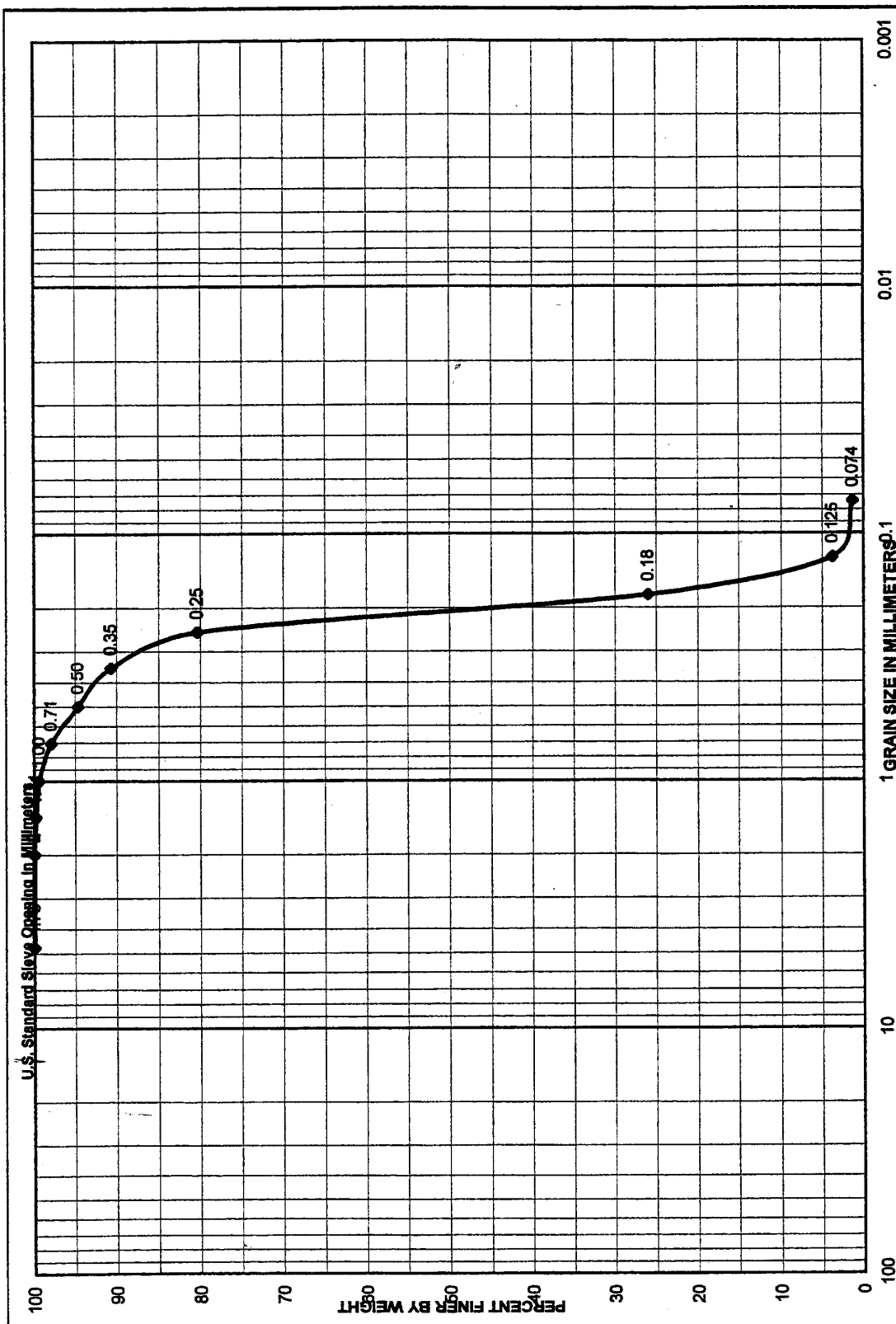


Sample No.	Depth (ft)	Classification	Project
CBI00-2-3	17.3-17.8	Light gray poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-2
			Date 6/27/00

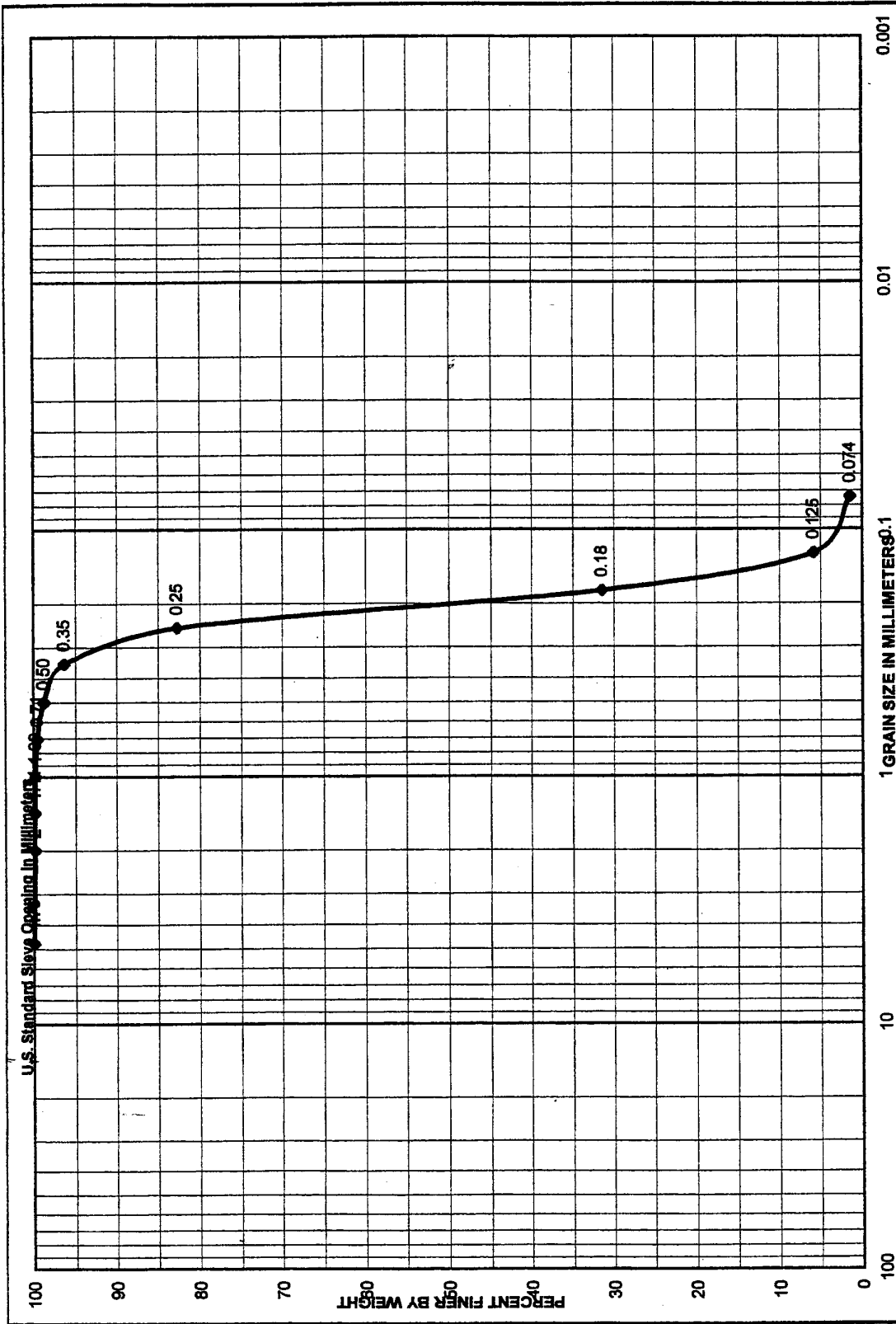


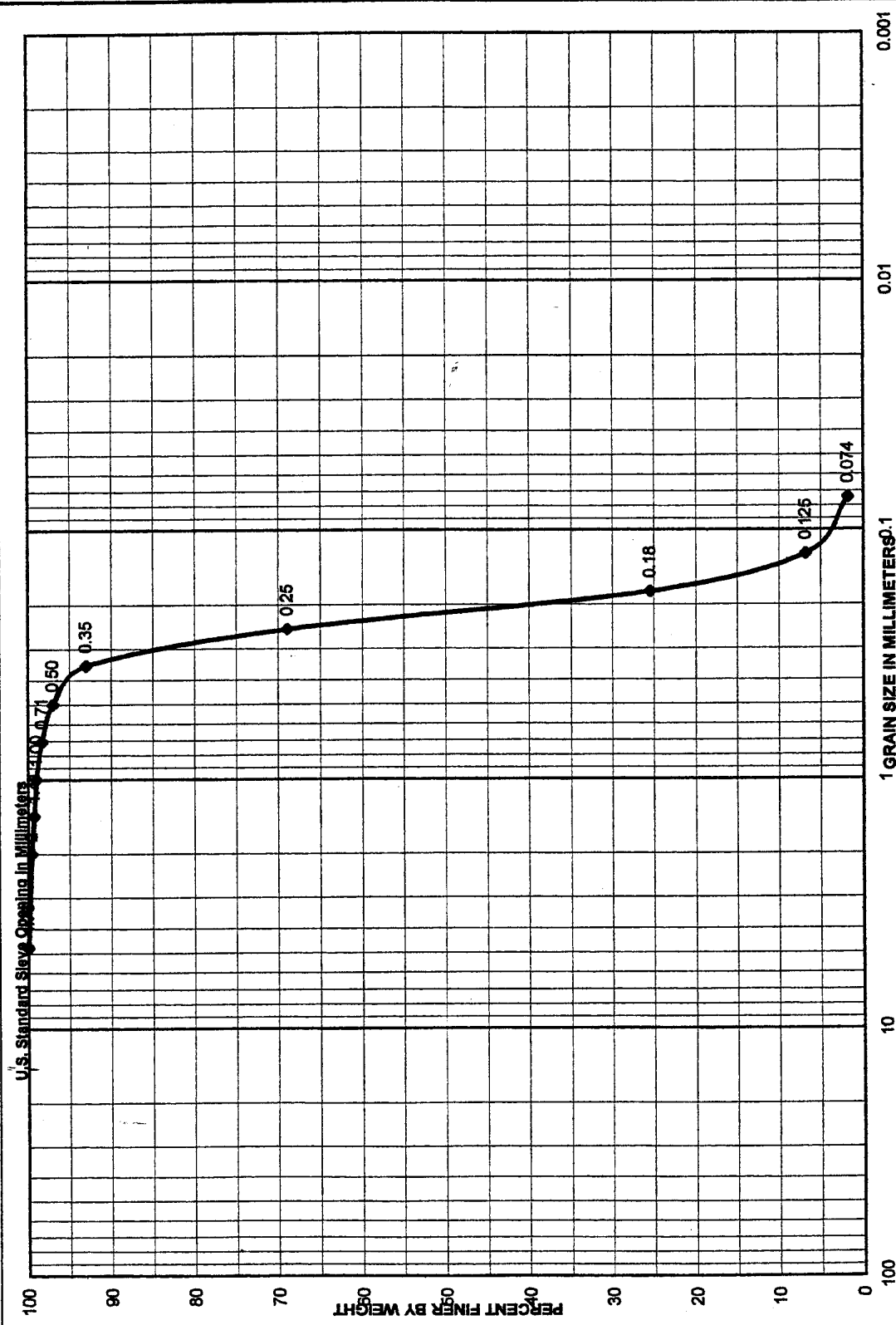




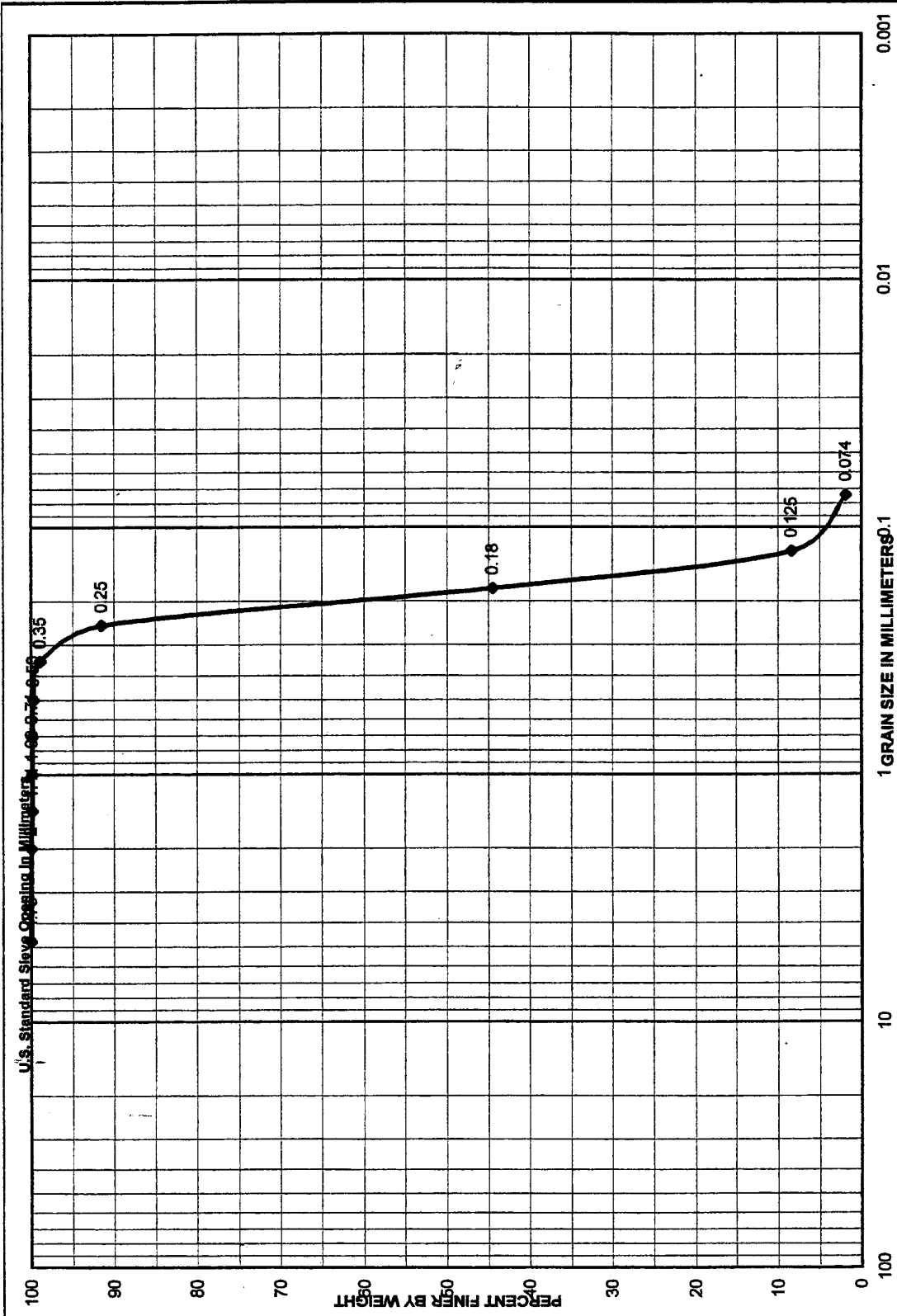


Sample No.	Depth (ft)	Classification	Project
CBI00-3-4	17.8-18.3	Light brown poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-3
			Date 6/27/00

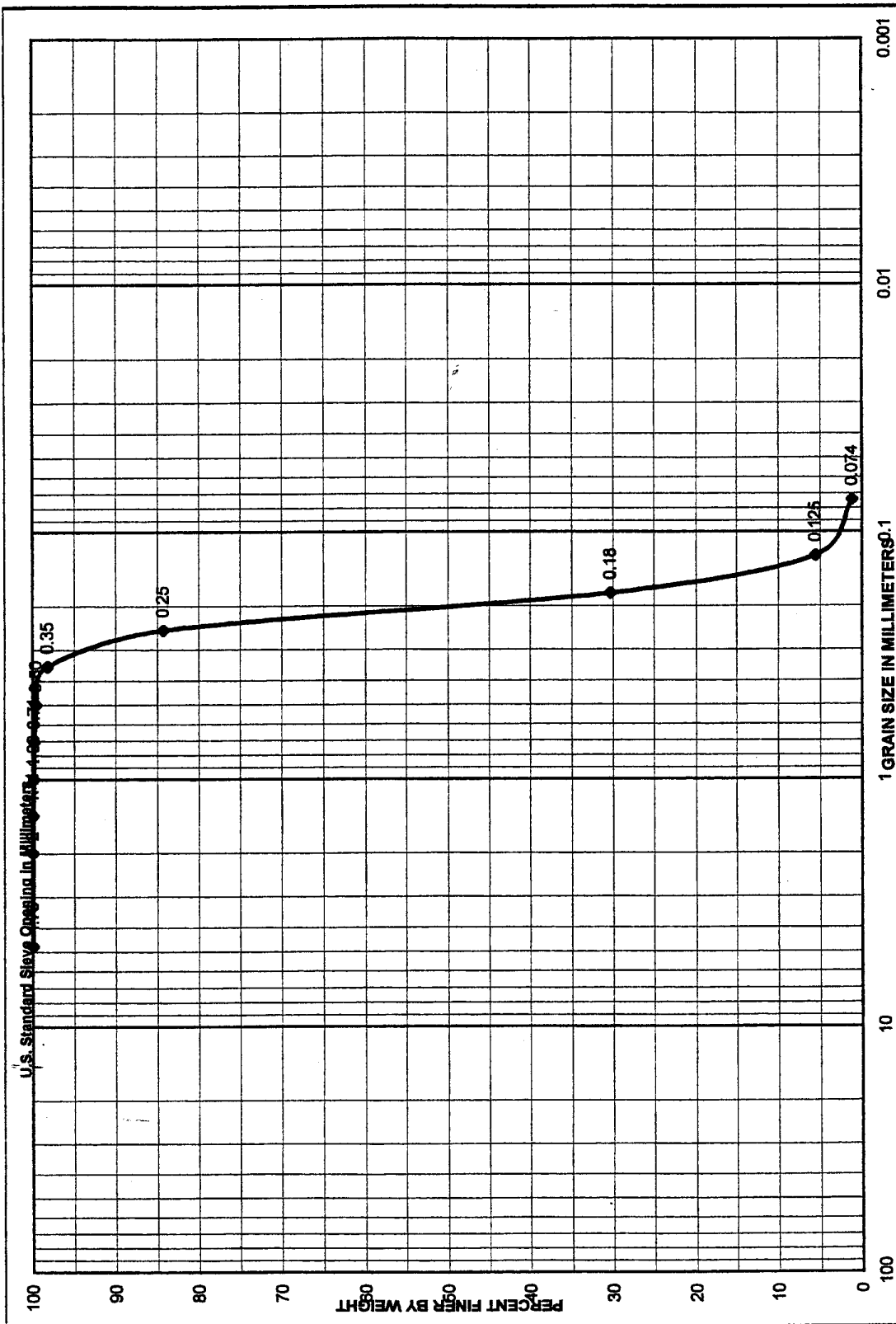




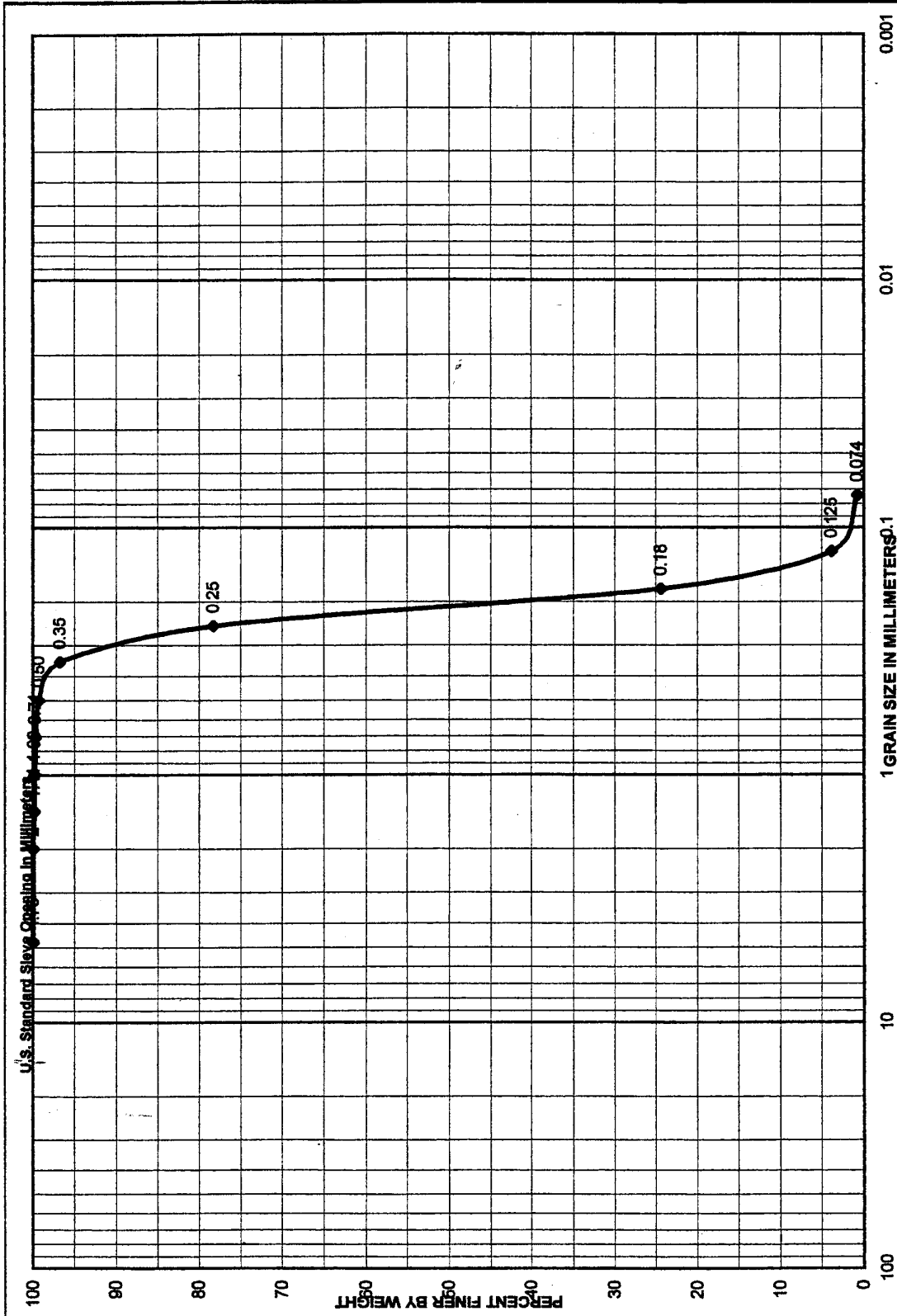
Sample No.	Depth (ft)	Classification	Project
CBI00-3-6	22.5-23.5	Light gray poorly graded sand with trace silt and trace shells, SP	USACOE/Carolina Beach Inlet
		0.65% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-3
			Date 6/27/00



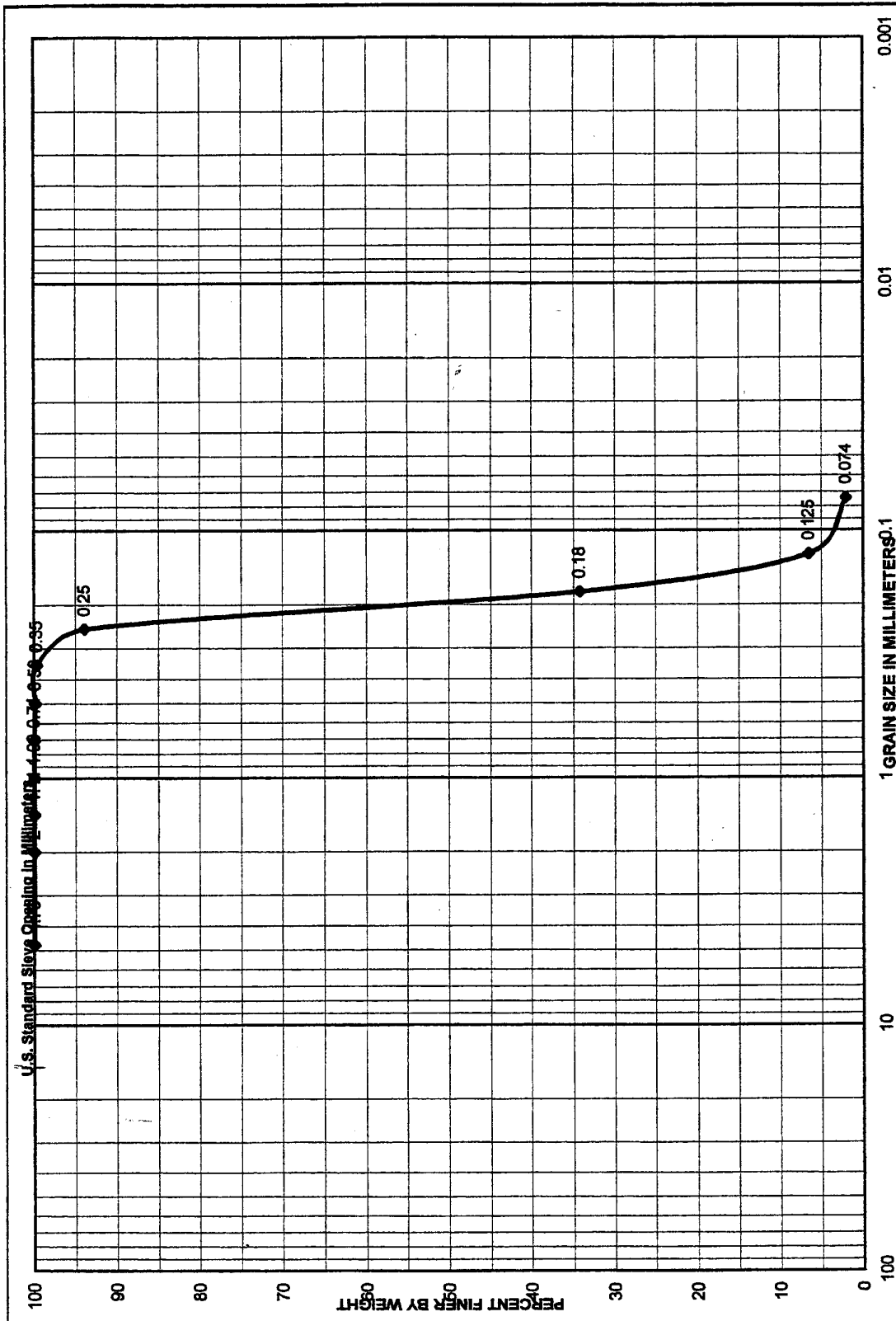
Sample No.	Depth (ft)	Classification	Project
CBI00-4-1	12.7-13.2	Light brown poorly graded sand with trace silt and trace shells, SP	USACOE/Carolina Beach Inlet
		0.26% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-4
			Date 6/27/00



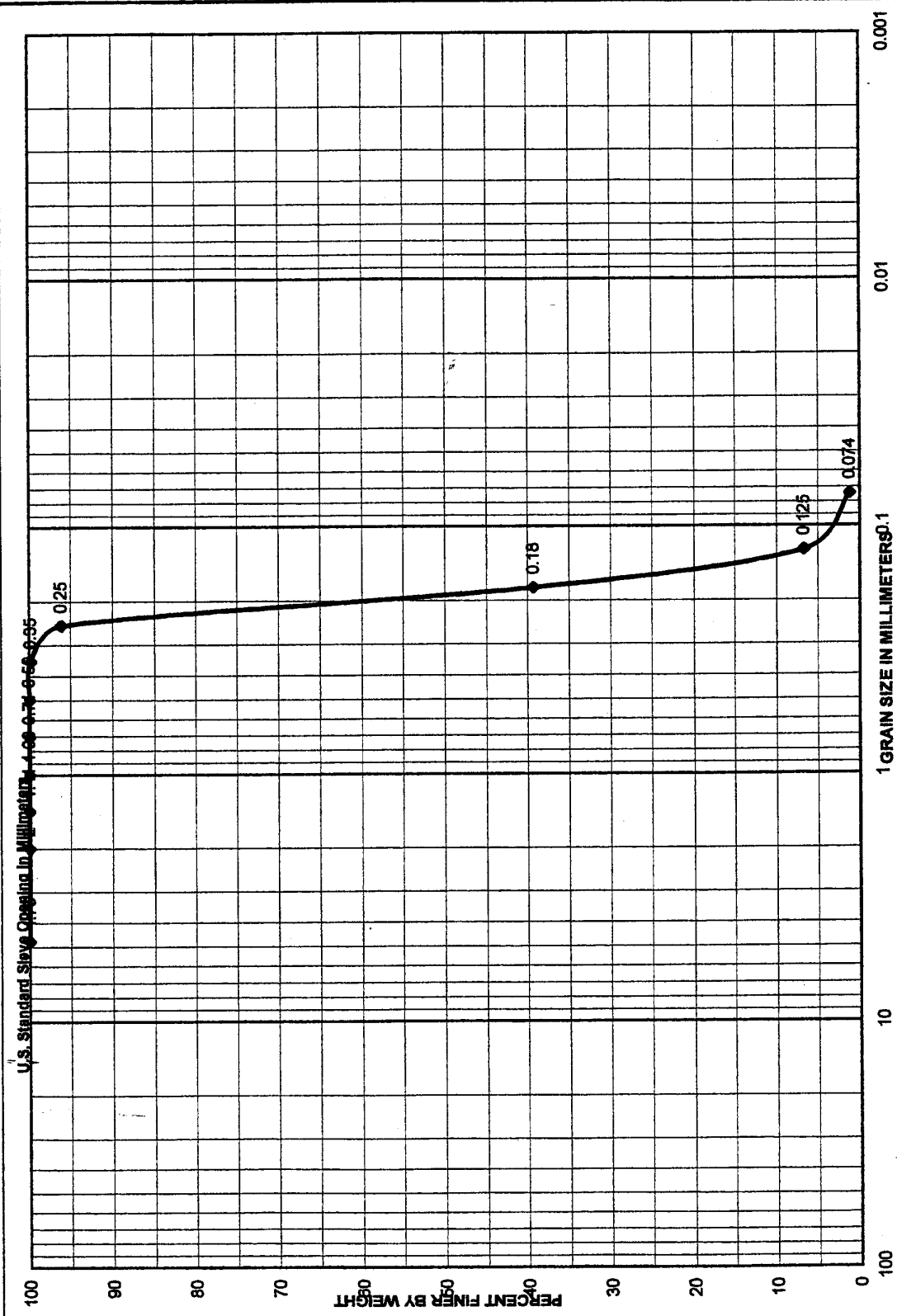
Sample No.	Depth (ft)	Classification	Project
CBI00-4-2	14.7-15.2	Light gray poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0.0 % Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-4
			Date 6/27/00



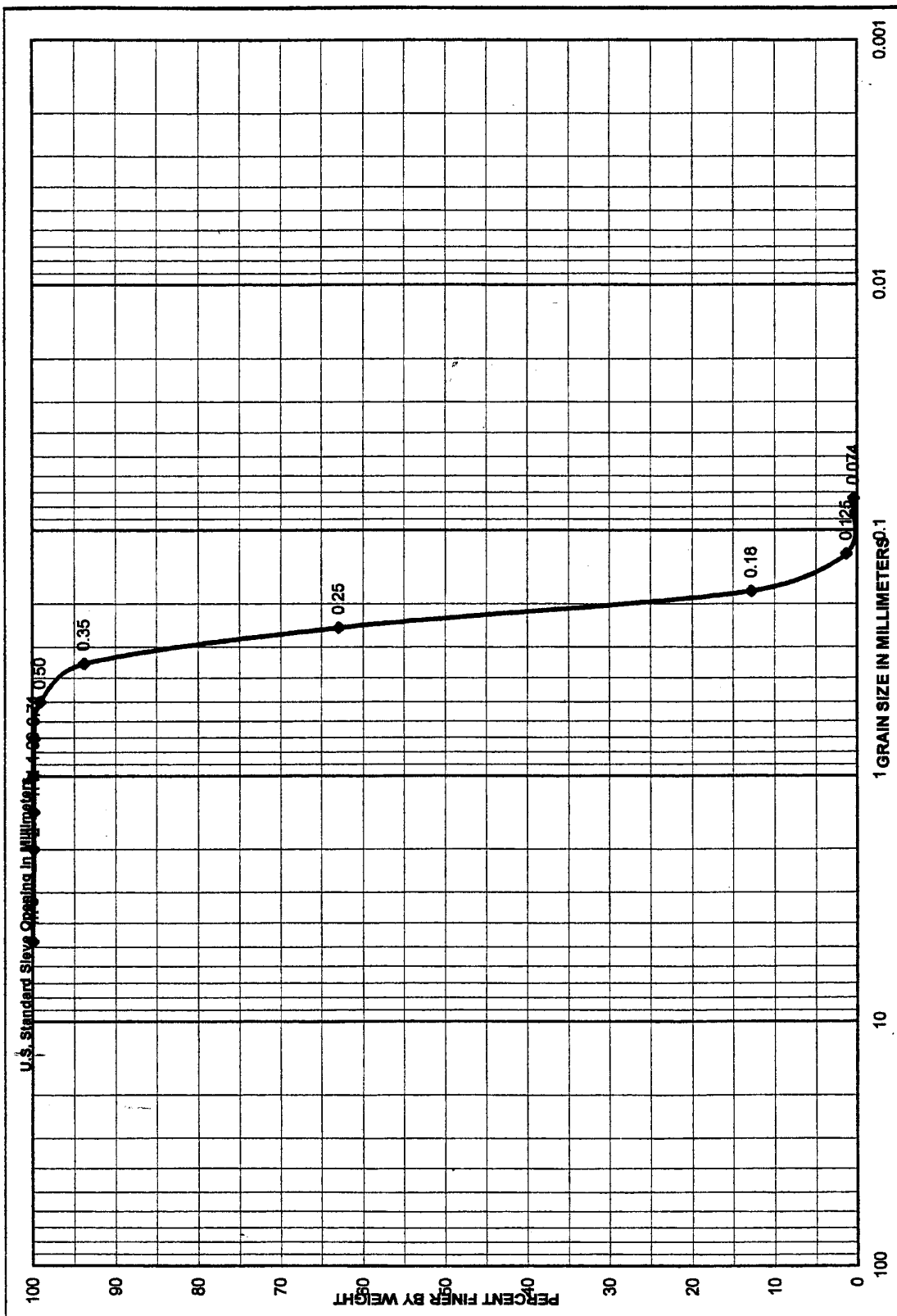
Sample No.	Depth (ft)	Classification	Project
CBI00-4-3	16.7-17.2	Light brown poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0.0 % Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-4
			Date 6/27/00



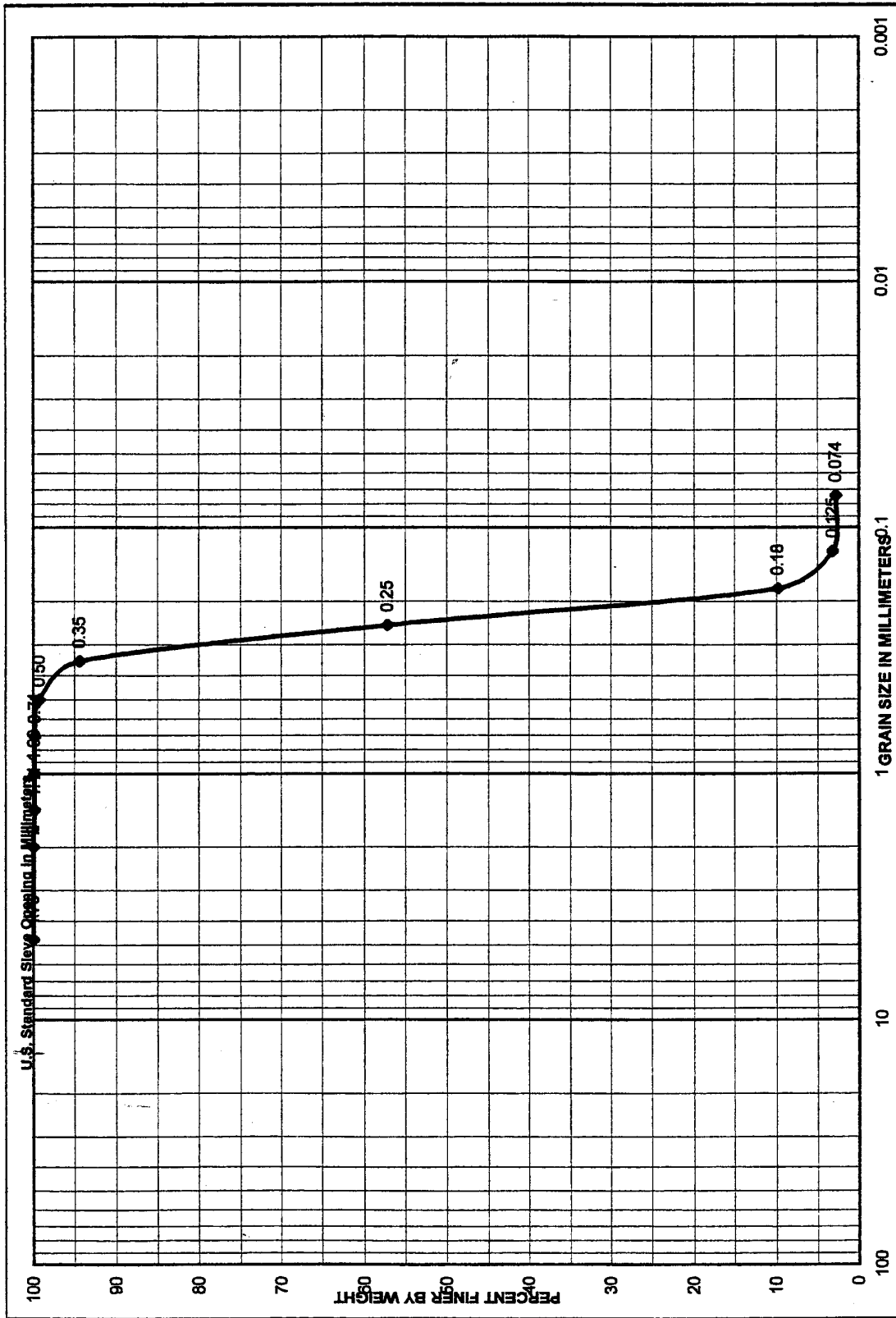
Sample No.	Depth (ft)	Classification	Project
CBI00-4-5	20.7-21.2	Light gray poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0.0 % Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-4
			Date 6/27/00



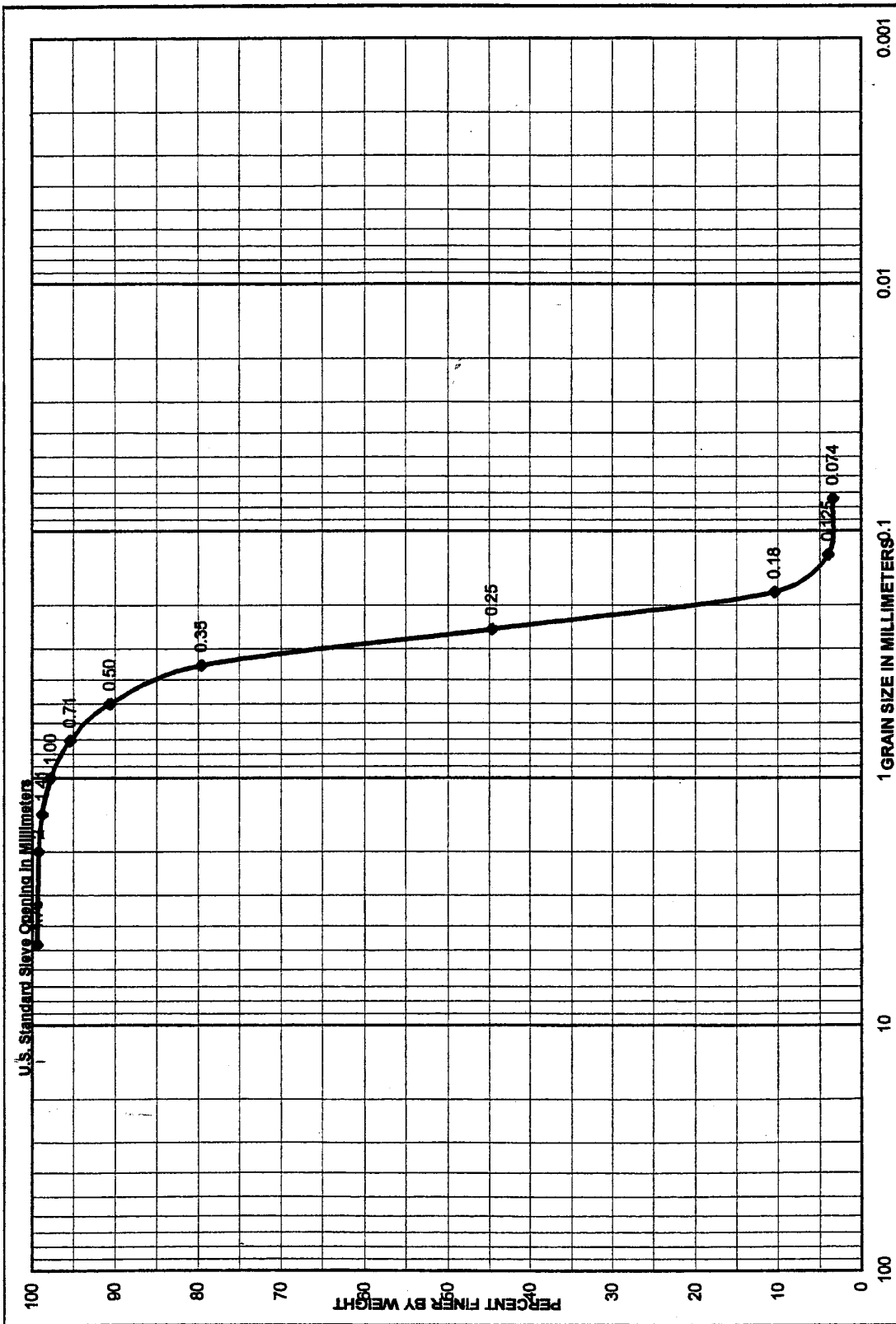
Sample No.	Depth (ft)	Classification	Project
CBI00-4-6	22.7-23.2	Light brown poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0.0 % Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-4
			Date 6/27/00



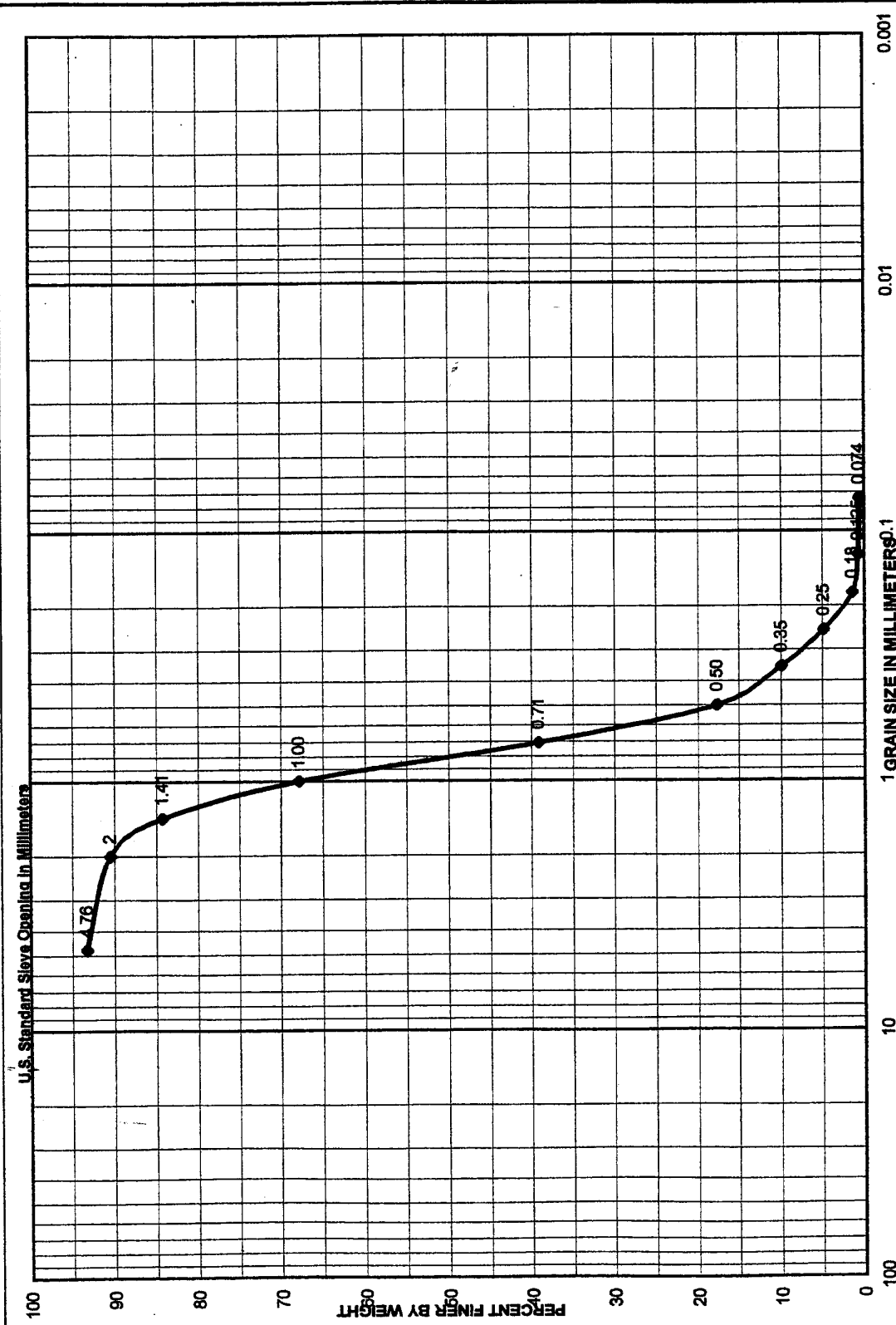
Sample No.	Depth (ft)	Classification	Project
CBI00-5-1	8.2-8.7	Light brown poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0.0 % Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-5
			Date 6/27/00



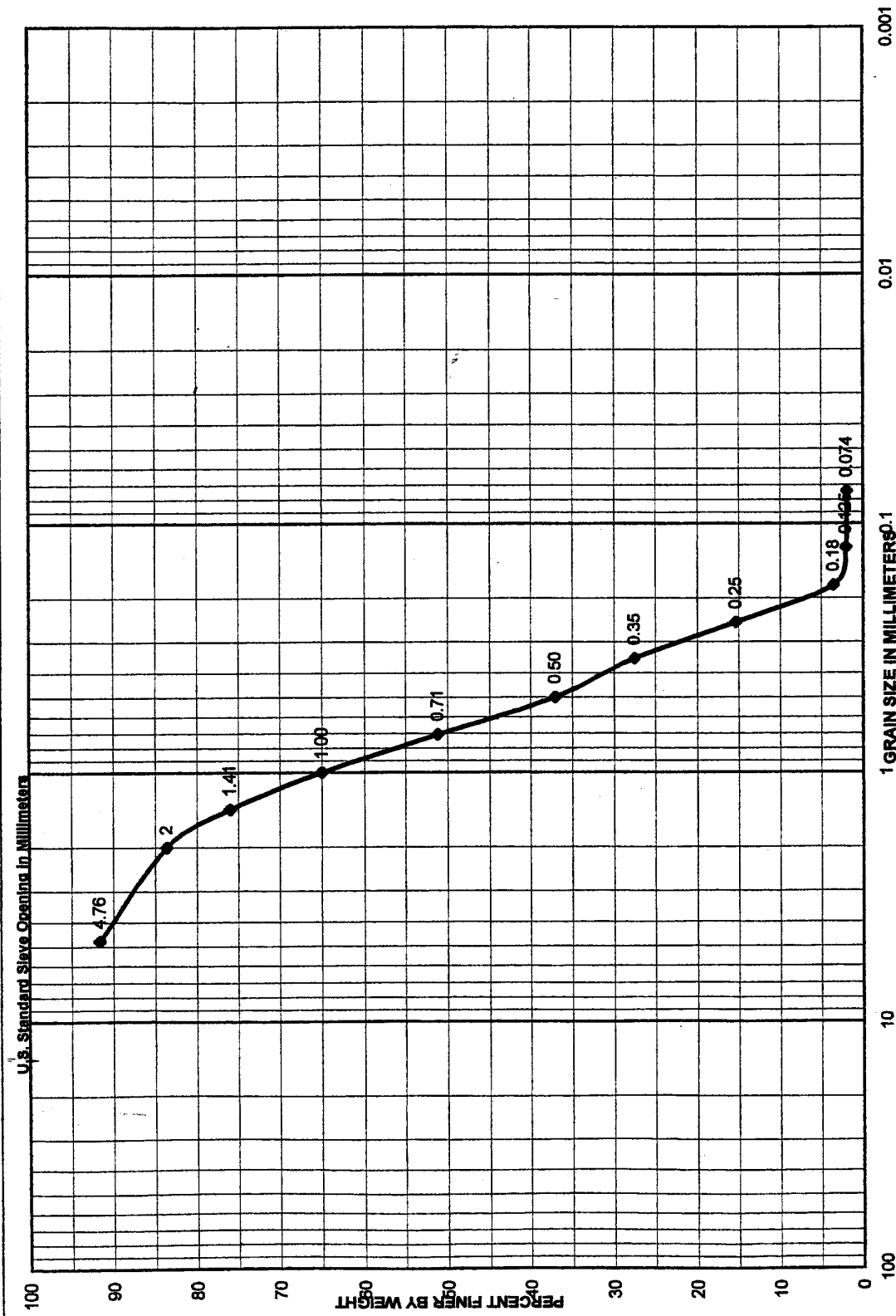
Sample No.	Depth (ft)	Classification	Project
CBI00-5-2	10.2-10.7	Light brown poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0.0 % Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-5
			Date 6/27/00



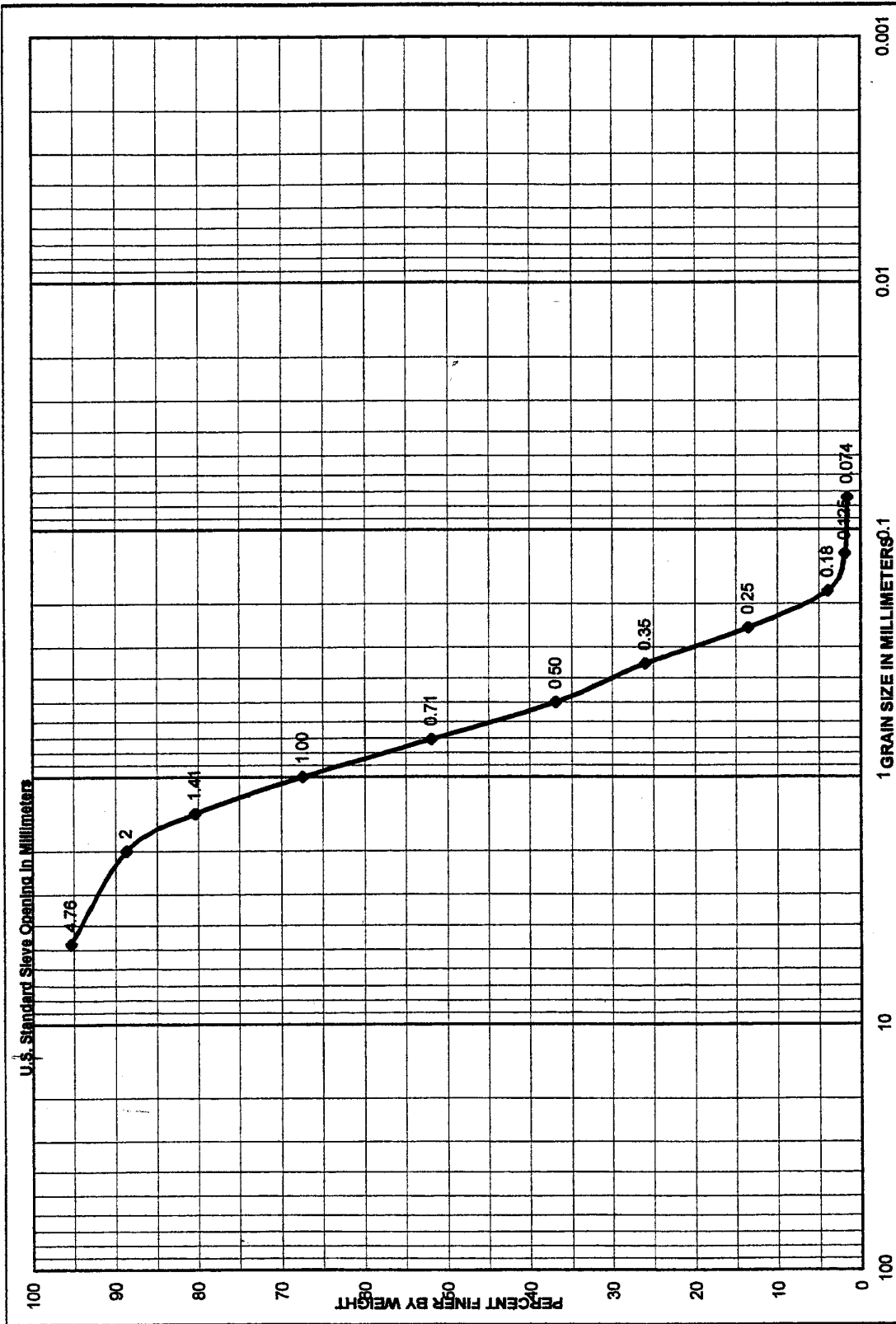
Sample No.	Depth (ft)	Classification	Project
CBI00-5-3	12.2-12.7	Light brown poorly graded sand with trace silt and trace shells, SP	USACOE/Carolina Beach Inlet
		0.78% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-5
			Date 6/27/00



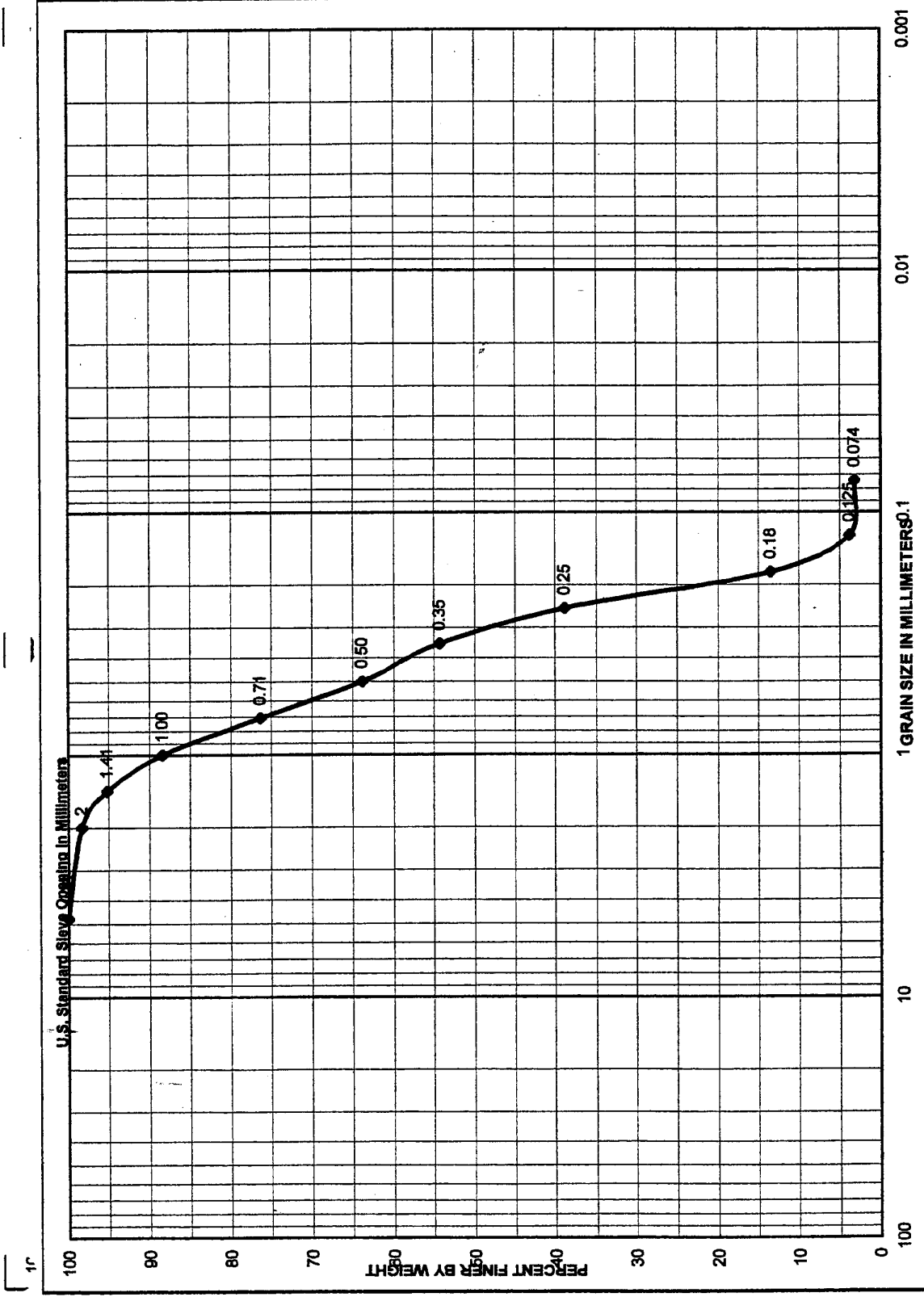
Sample No.	Depth (ft)	Classification	Project
CBI00-5-4	15.2-15.7	Brown Poorly graded sand with trace silt and some shells, SP	USACOE/Carolina Beach Inlet
		32.21% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-5
			Date 6/27/00



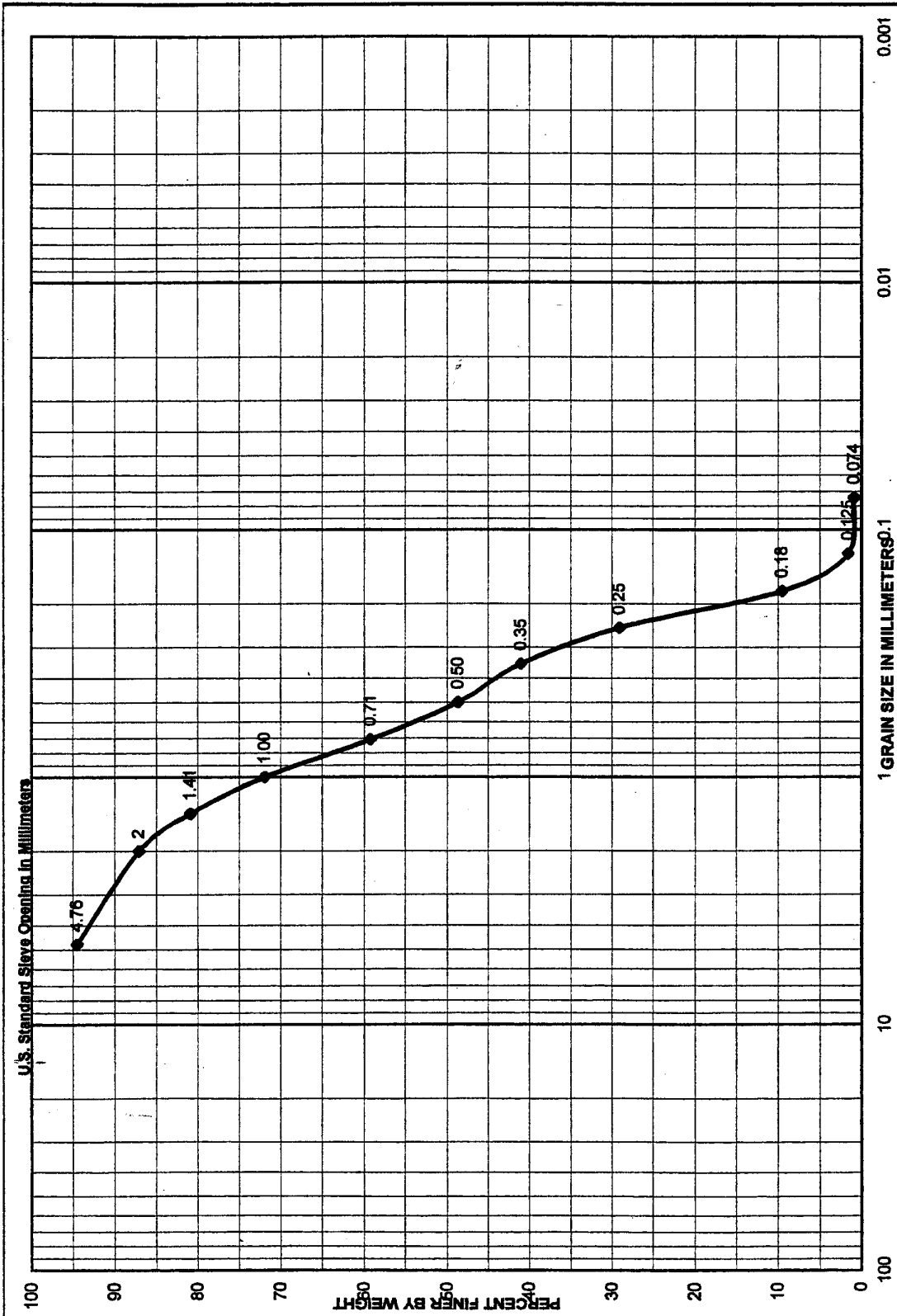
Sample No.	Depth (ft)	Classification	Project
CBI00-5-5	17.2-17.7	Light brown well graded sand with trace silt and little shells, SW	USACOE/Carolina Beach Inlet
		23.97% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-5
			Date 6/27/00



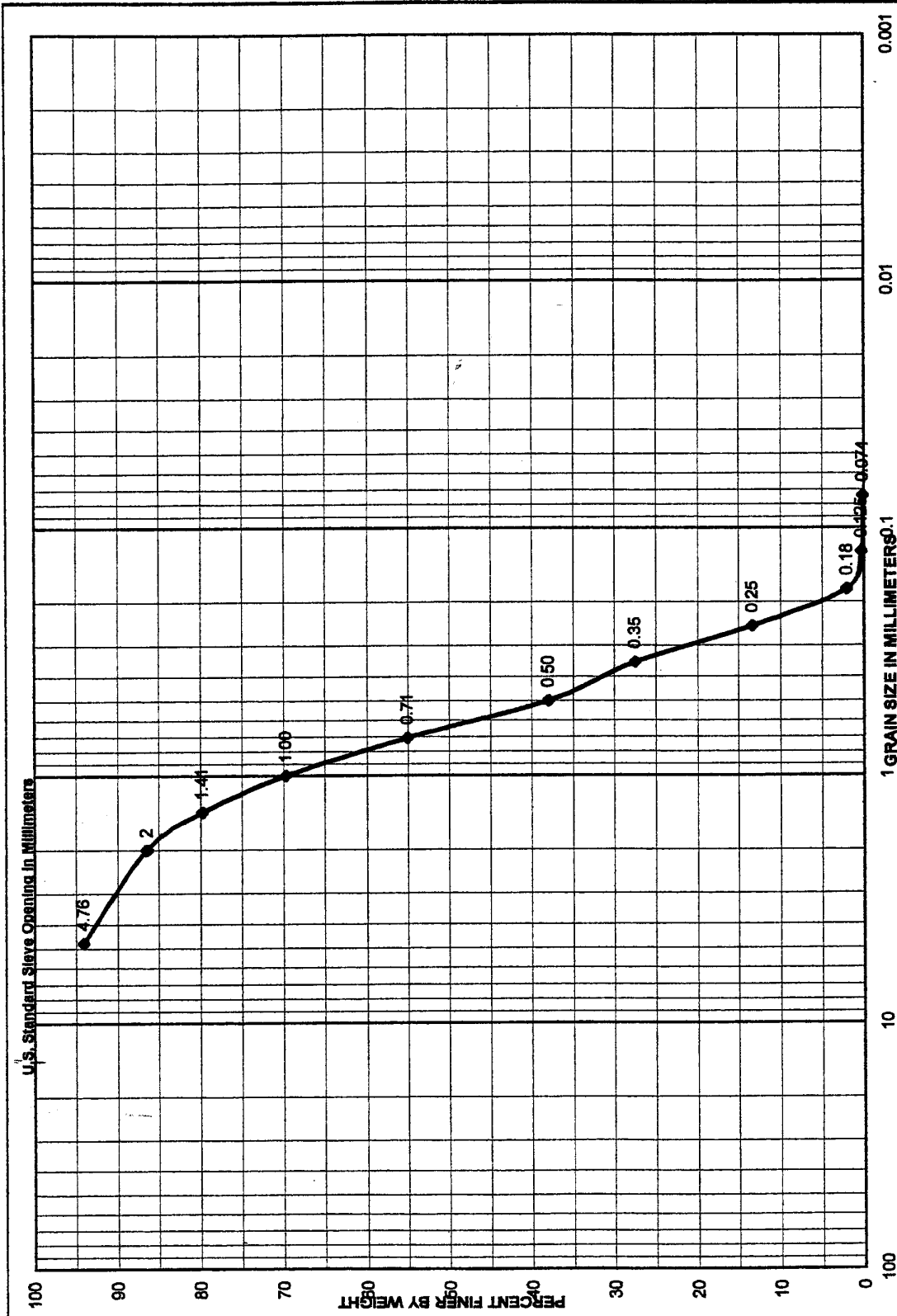
Sample No.	Depth (ft)	Classification	Project
CBI00-5-6	19.2-19.7	Light brown well graded sand with trace silt and little shells, SW	USACOE/Carolina Beach Inlet
		19.59% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-5
			Date 6/27/00



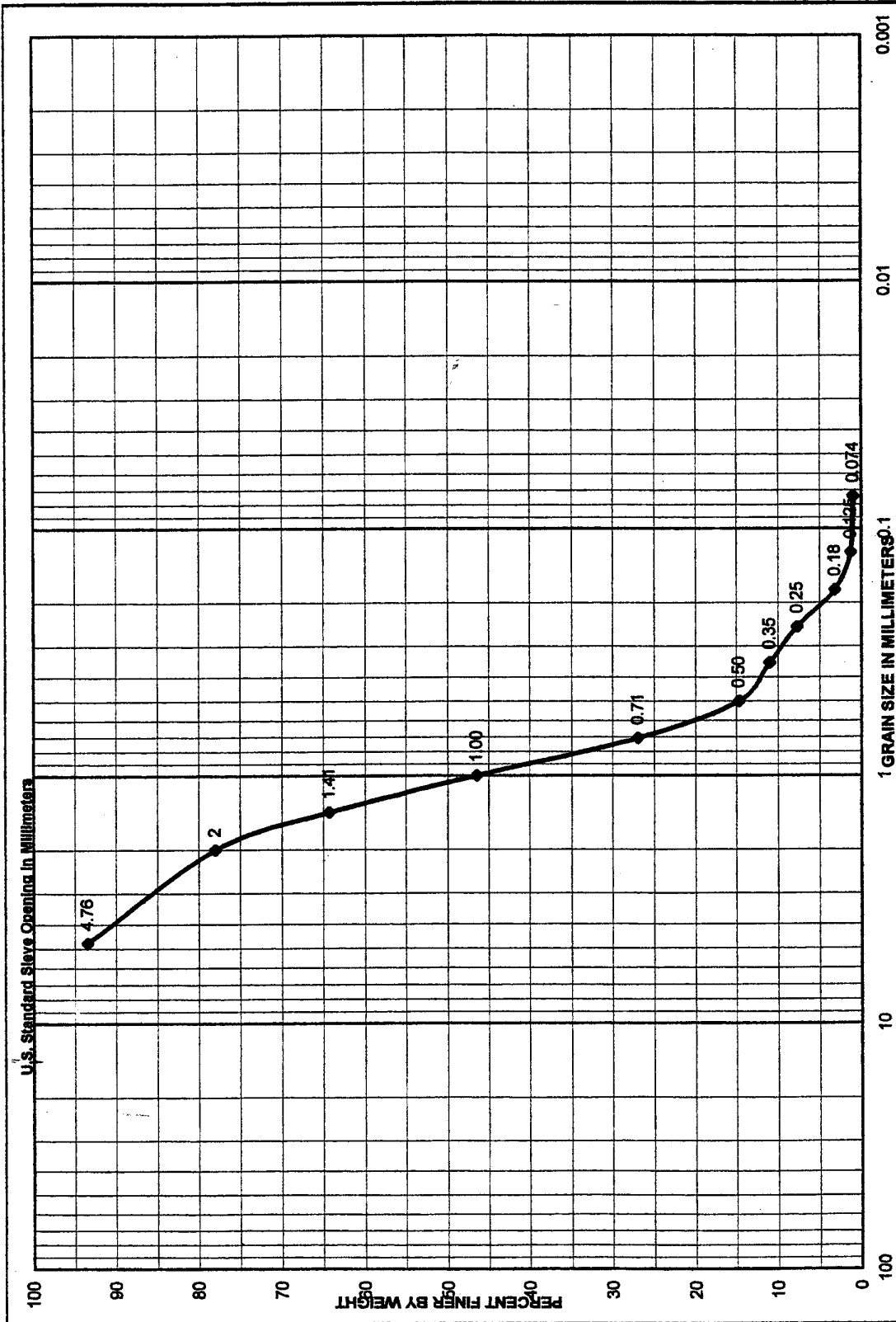
Sample No.	Depth (ft)	Classification	Project
CBI00-6-1	8.4-8.9	Light brown well graded sand with trace silt and trace shells, SW	USACOE/Carolina Beach Inlet
		4.81% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-6
			Date 6/27/00



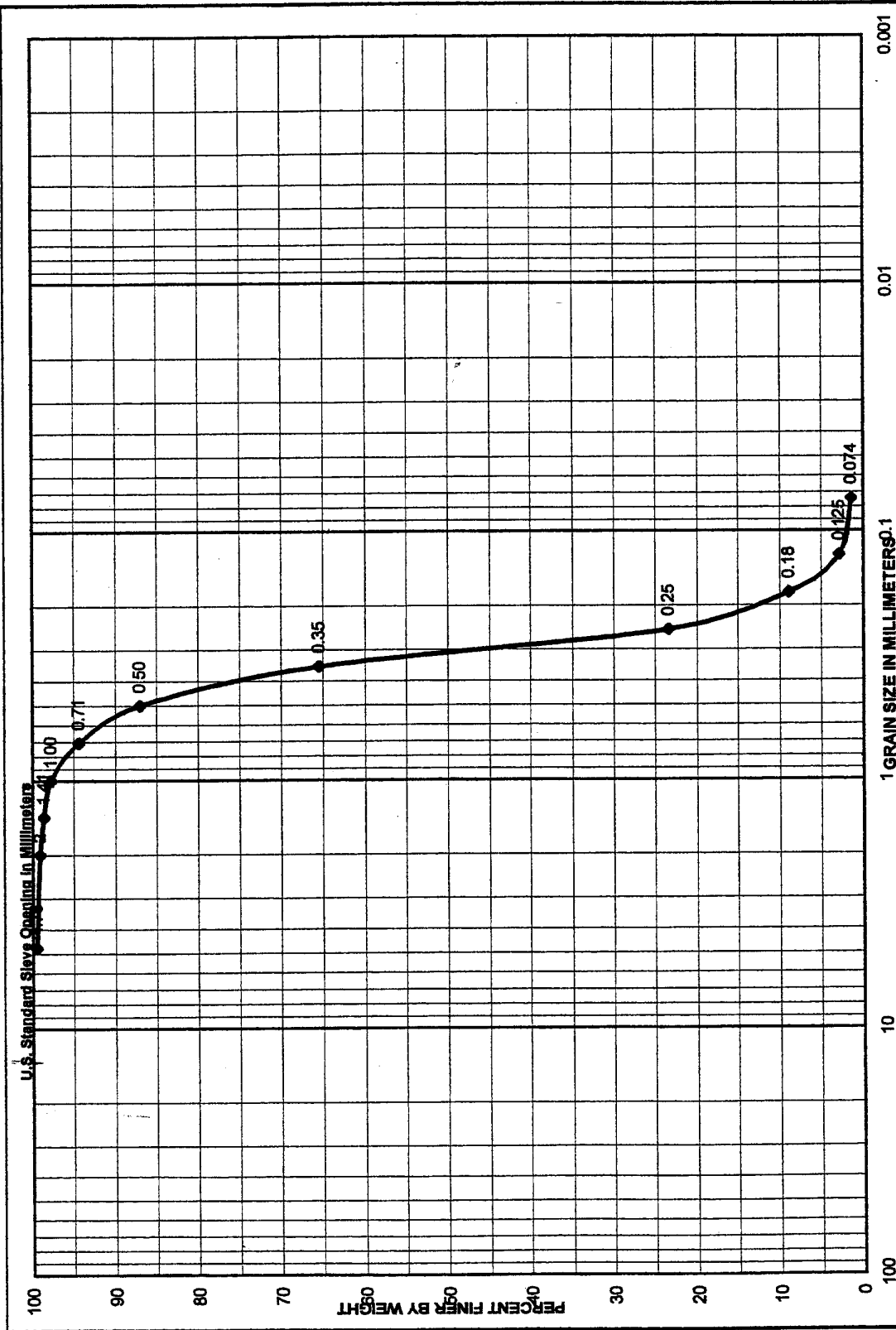
Sample No.	Depth (ft)	Classification	Project
CBI00-6-2	10.4-10.9	Light gray well graded sand with trace silt and little shells, SW	USACOE/Carolina Beach Inlet
		19.06% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-6
			Date 6/27/00



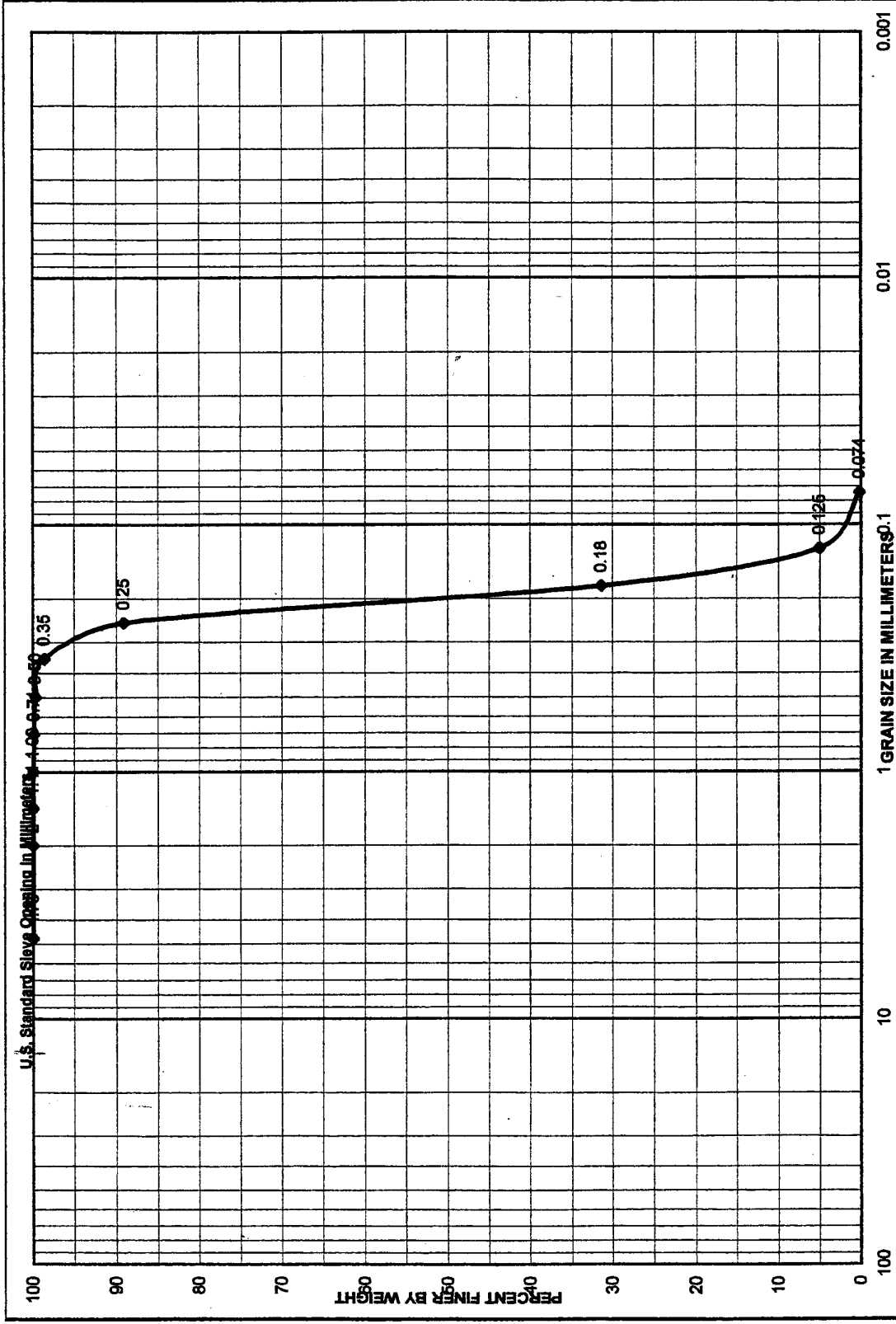
Sample No.	Depth (ft)	Classification	Project
CBI00-6-3	12.4-12.9	Light brown well graded sand with trace silt and little shells, SW	USACOE/Carolina Beach Inlet
		20.20% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-6
			Date 6/27/00



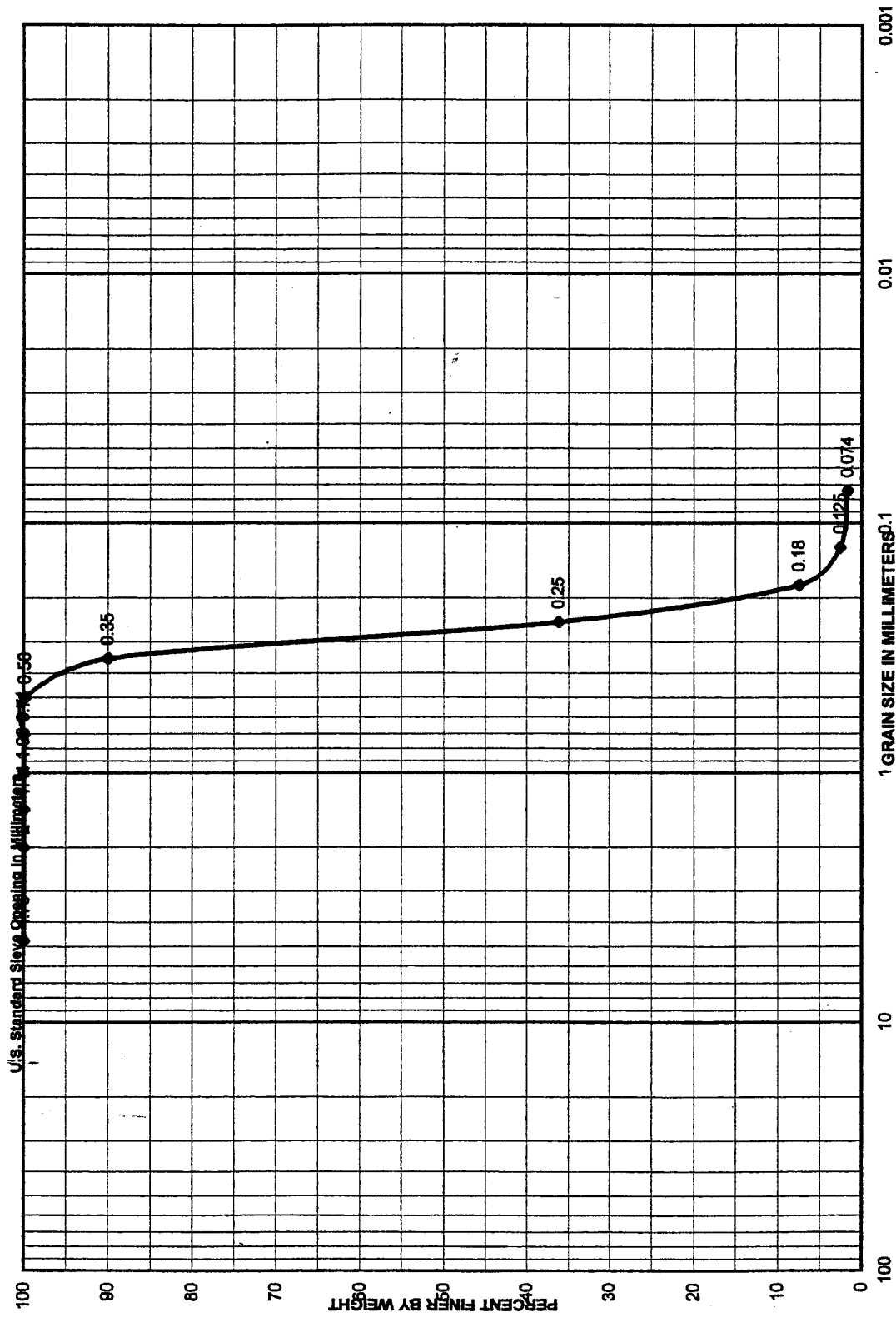
Sample No.	Depth (ft)	Classification	Project
CBI00-6-4	14.4-14.9	Light brown poorly graded sand with trace silt and some shells, SP	USACOE/Carolina Beach Inlet
		35.73% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-6
			Date 6/27/00



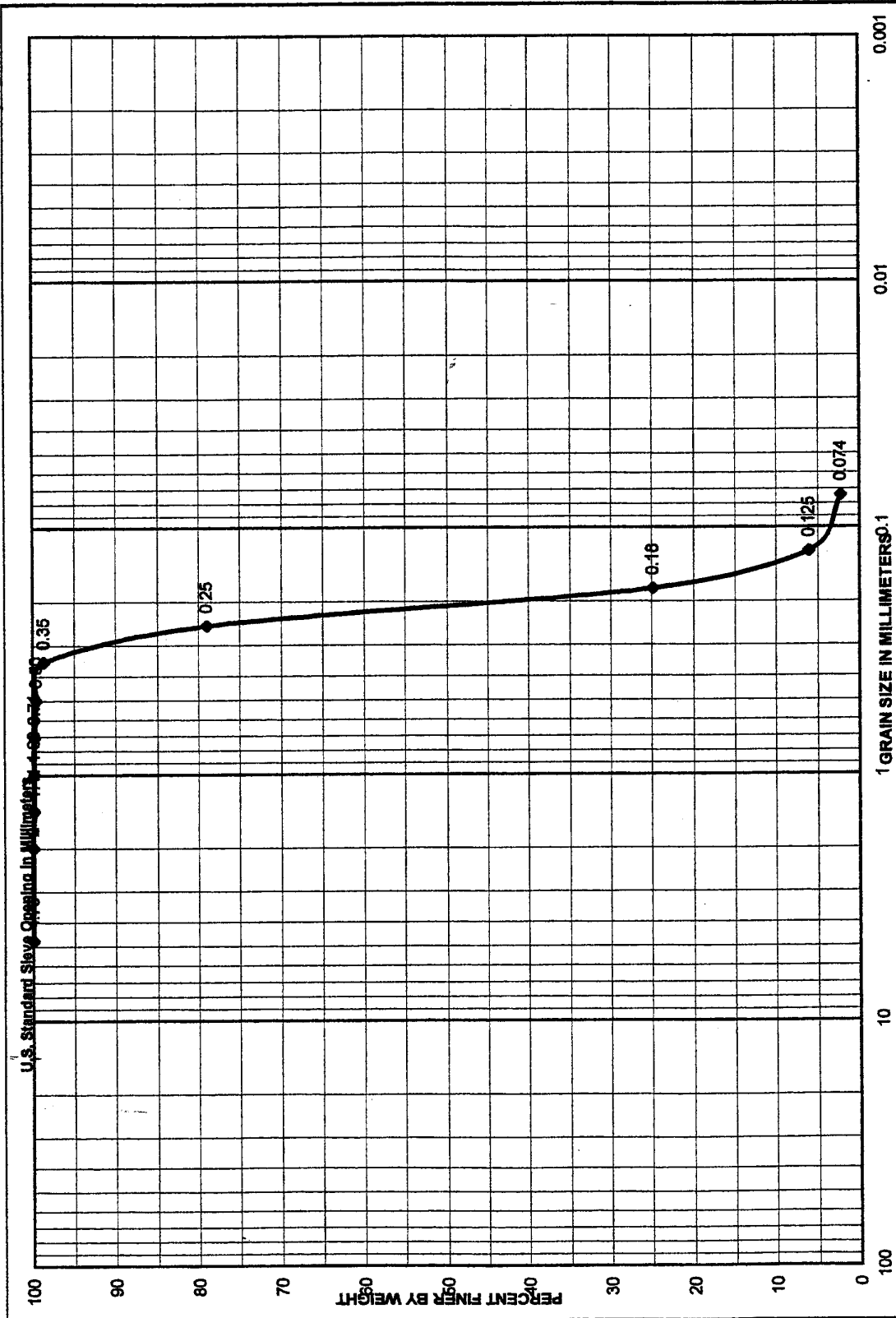
Sample No.	Depth (ft)	Classification	Project
CBI00-6-5	16.4-16.9	Light brown poorly graded sand with trace silt and trace shells, SP	USACOE/Carolina Beach Inlet
		0.92% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-6
			Date 6/27/00



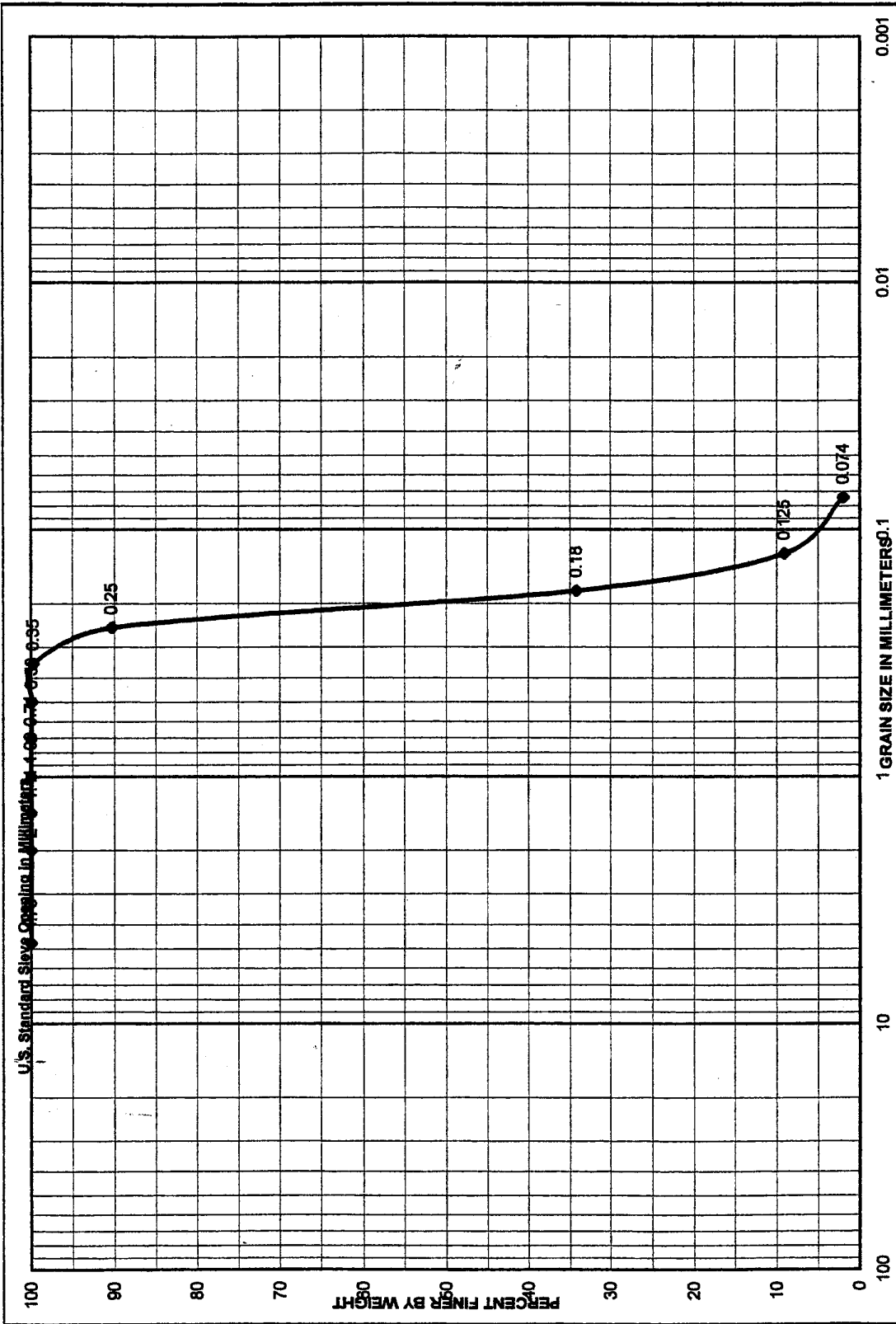
Sample No.	Depth (ft)	Classification	Project
CBI00-7-1	12.1-12.6	Olive gray poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-7
			Date 6/27/00



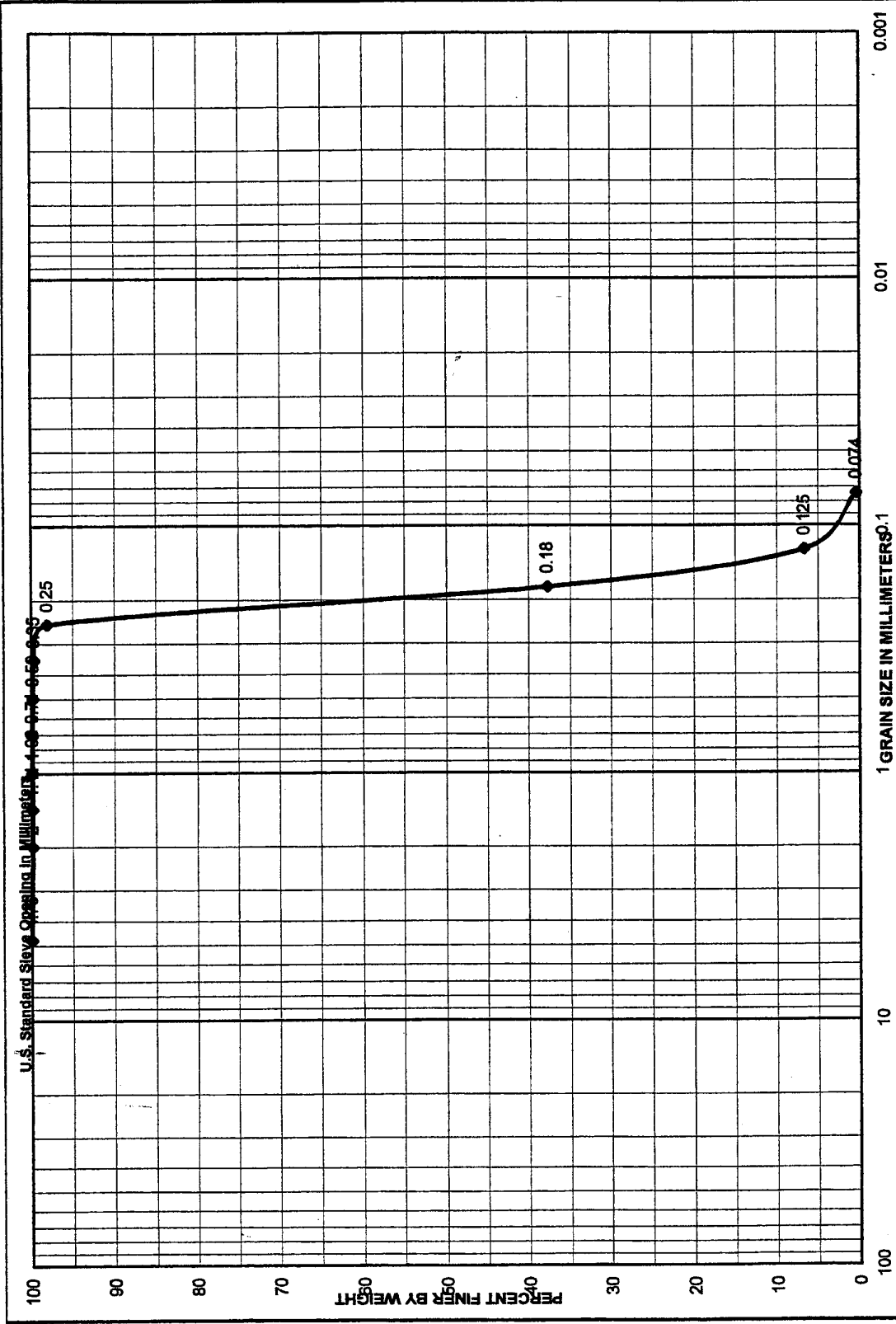
Sample No.	Depth (ft)	Classification	Project
CBI00-7-2	14.1-14.6	Olive gray poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-7
			Date 6/27/00



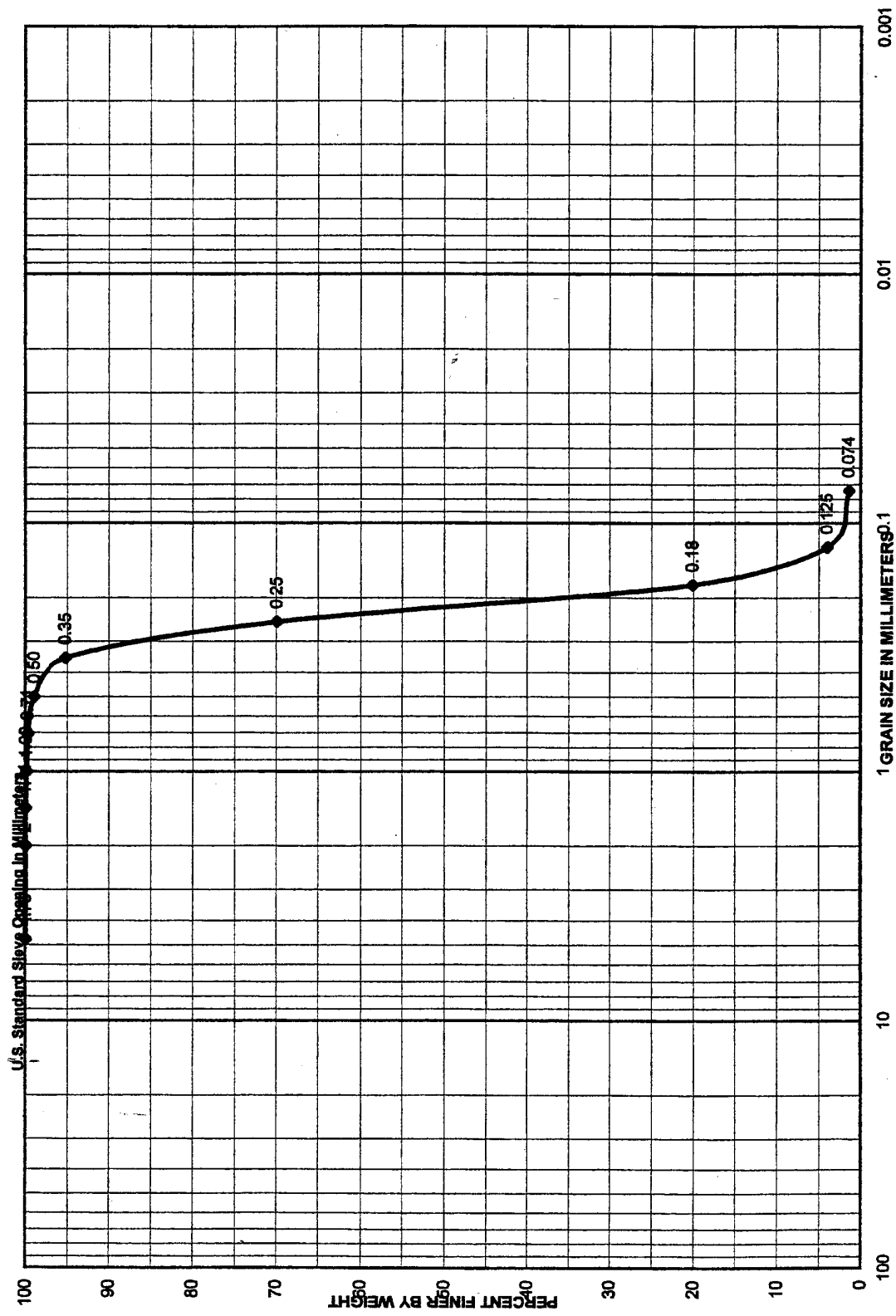
Sample No.	Depth (ft)	Classification	Project
CBI00-7-3	16.1-16.6	Olive gray poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-7
			Date 6/27/00



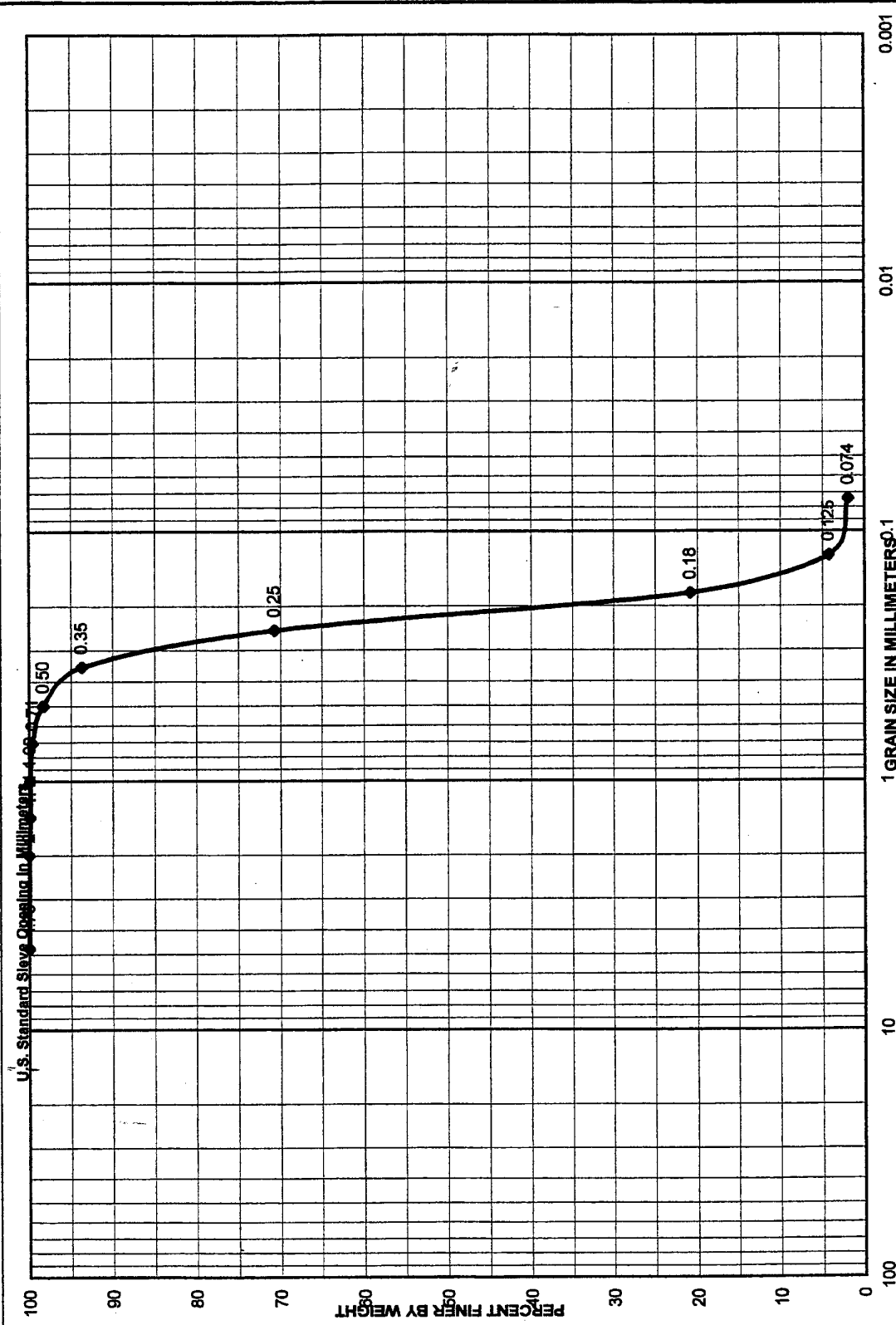
Sample No.		Depth (ft)	Classification	Project
CBI00-7-4		18.1-18.6	Olive gray poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
			0.0% Shells	Area
				CATLIN Geotechnical Laboratory
				Boring No. CBI00-7
				Date 6/27/00



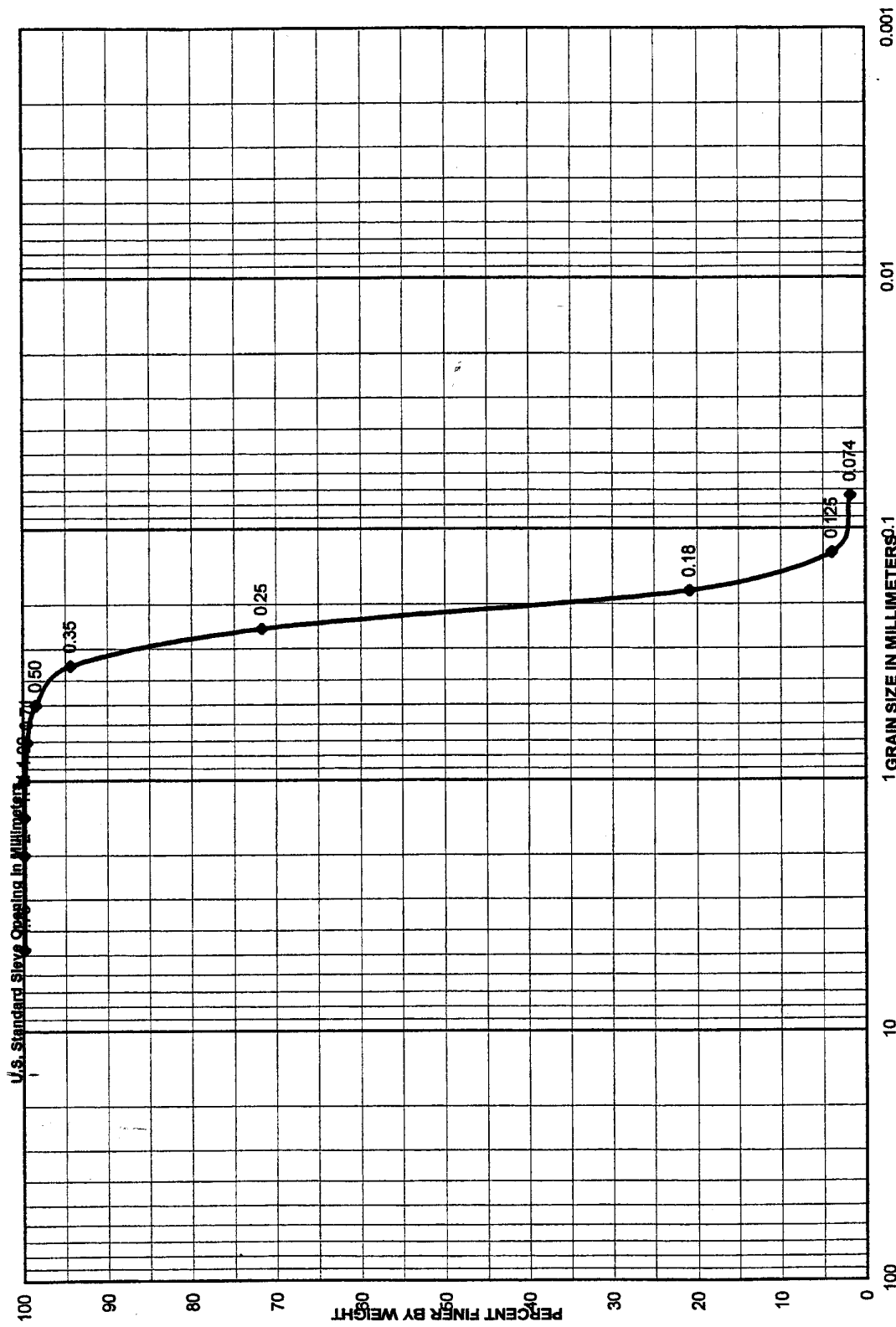
Sample No.	Depth (ft)	Classification	Project
CBI00-7.5	20.1-20.6	Olive gray poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-7
			Date 6/27/00



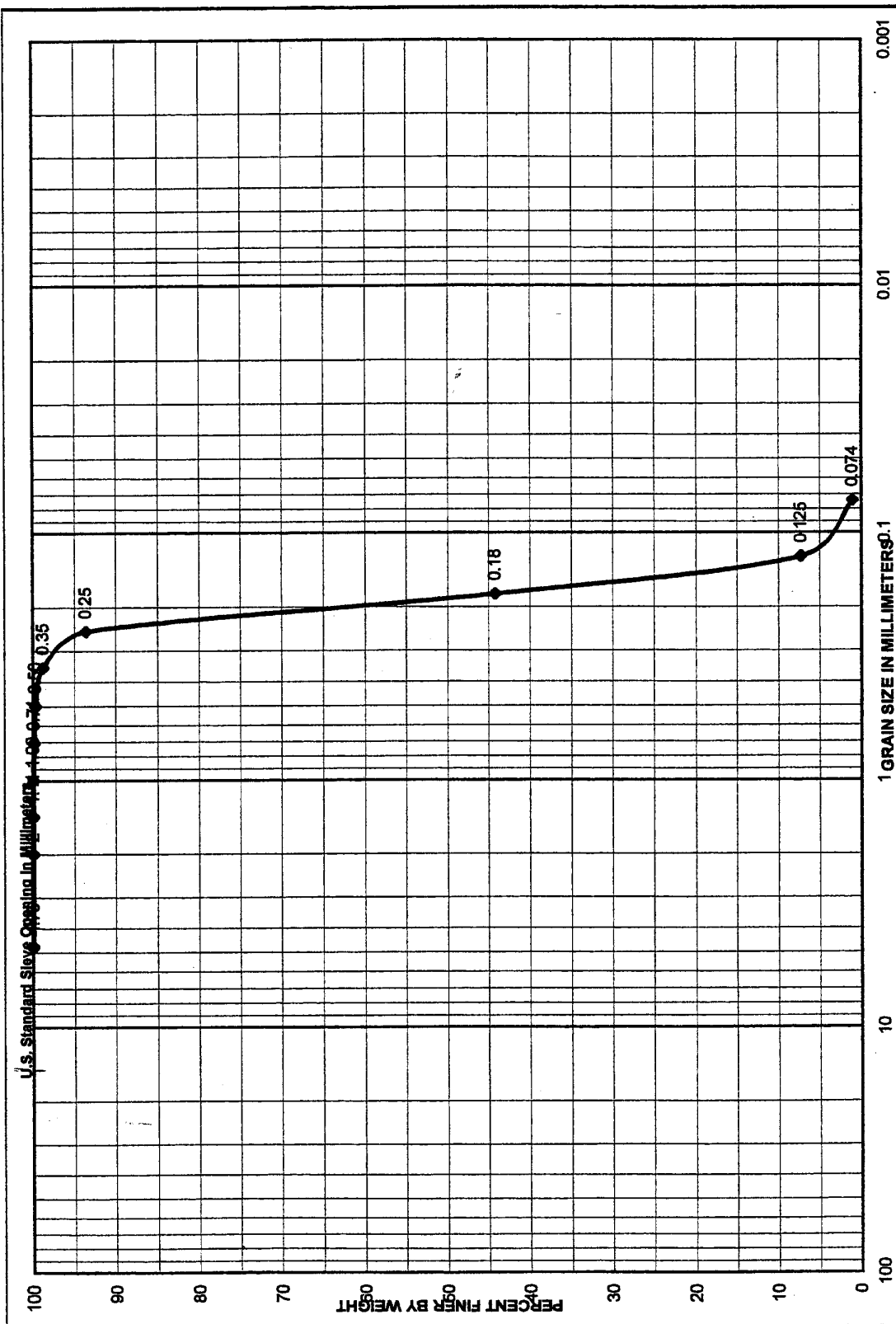
Sample No.	Depth (ft)	Classification	Project
CBI00-8-1	19.7-20.2	Olive gray poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-8
			Date 6/27/00



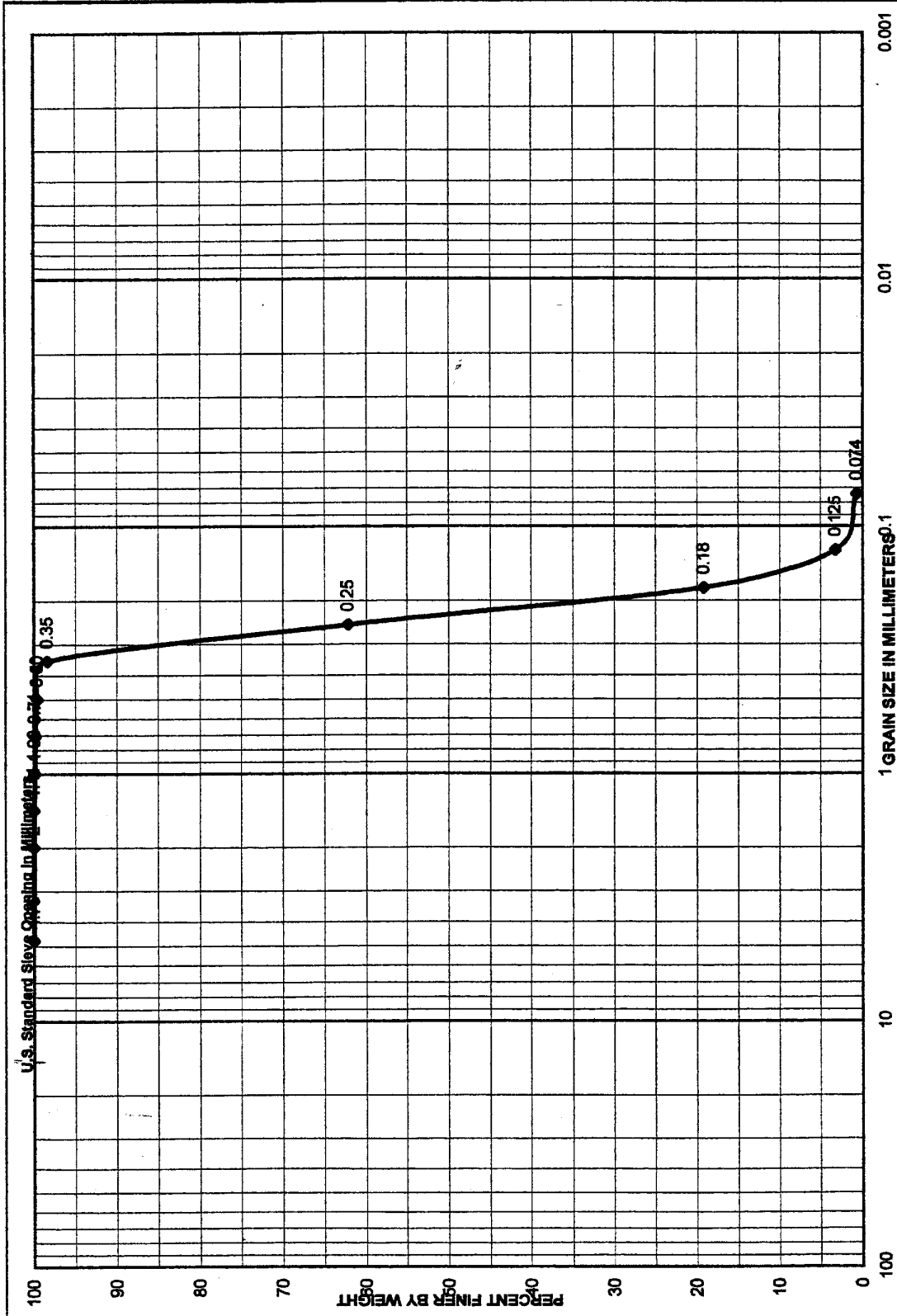
Sample No.	Depth (ft)	Classification	Project
CBI00-8-2	21.7-22.2	Olive gray poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-8
			Date 6/27/00



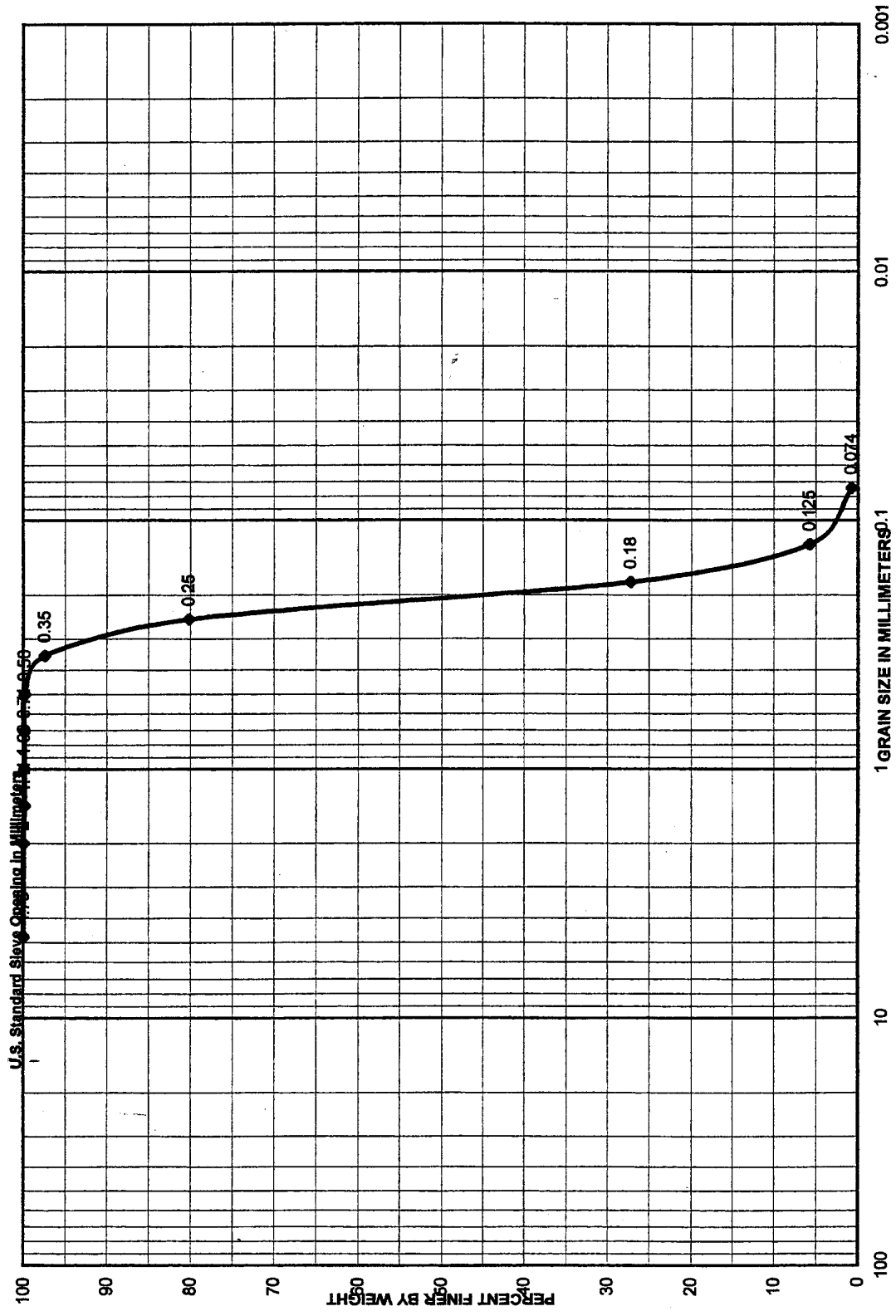
Sample No.	Depth (ft)	Classification	Project
CBI00-8-3	23.7-24.2	Light brown poorly graded sand with trace silt and trace shells, SP	USACOE/Carolina Beach Inlet
		0.11% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-8
			Date 6/27/00



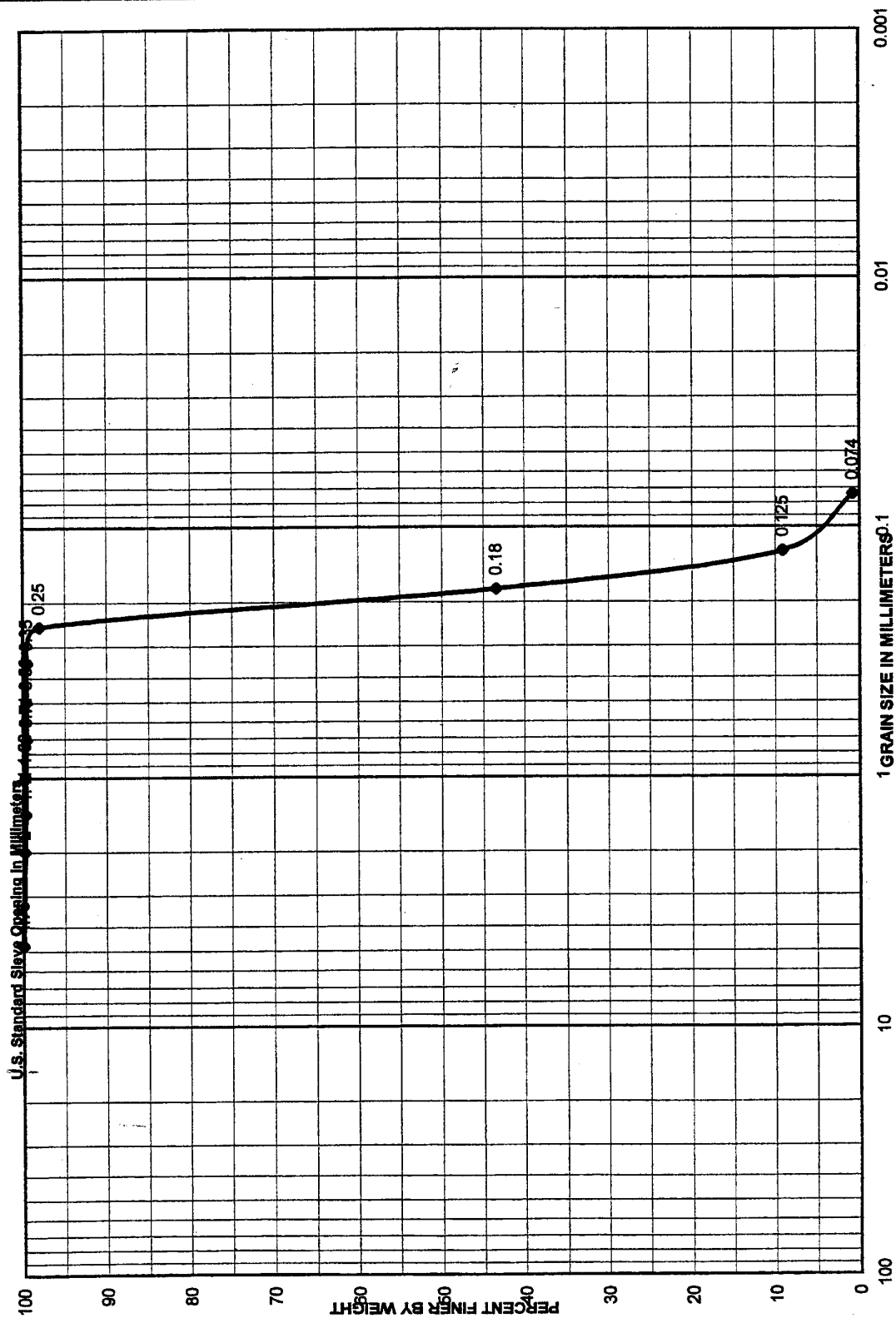
Sample No.	Depth (ft)	Classification	Project
CBI00-8-4	25.7-26.2	Olive gray poorly graded sand with trace silts, SP	USACOE/Carolina Beach Inlet
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-8
			Date 6/27/00



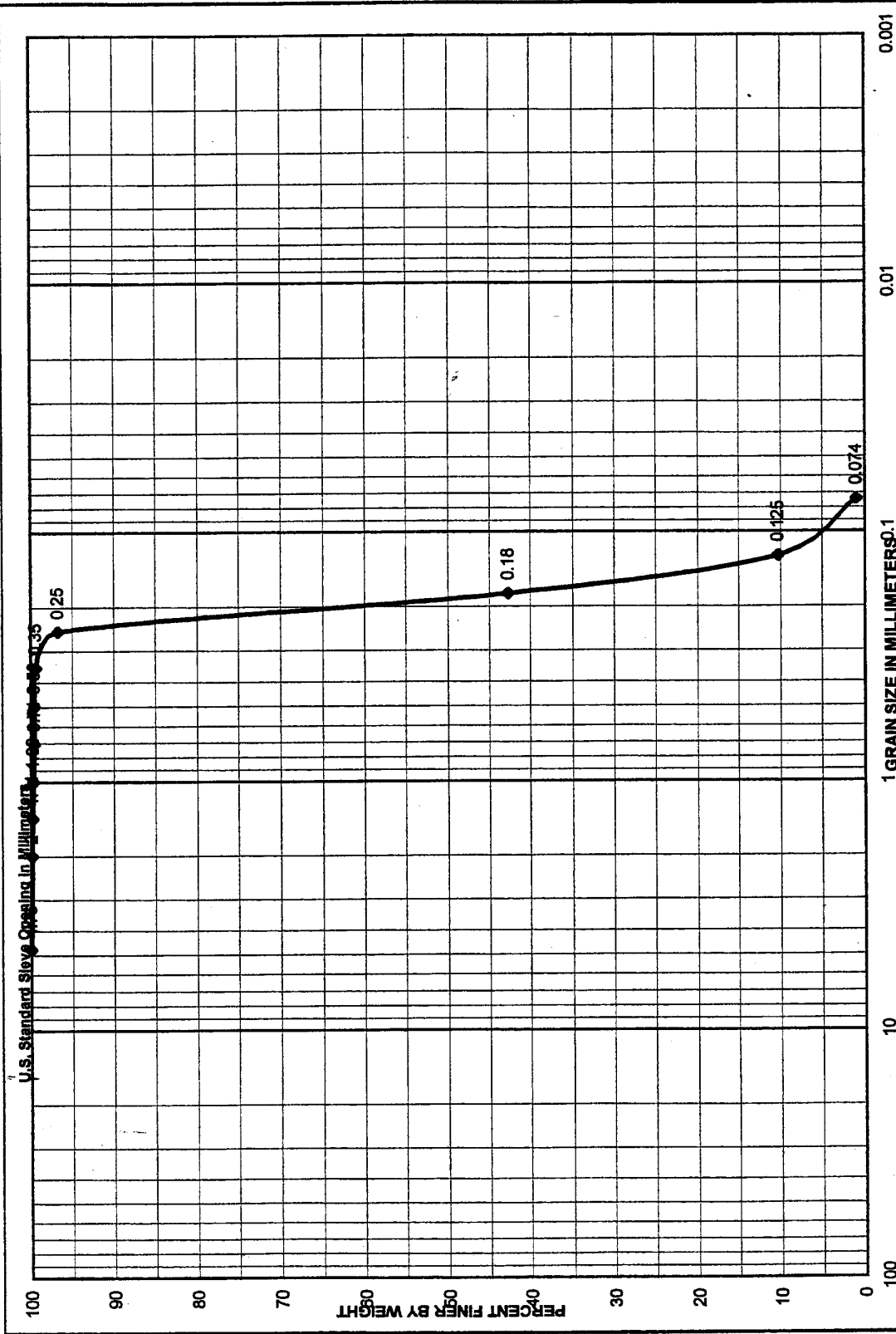
Sample No.	Depth (ft)	Classification	Project
CBI00-8-5	27.7-28.2	Light brown poorly graded sand with trace silts, SP	USACOE/Carolina Beach Inlet
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-8
			Date 6/27/00

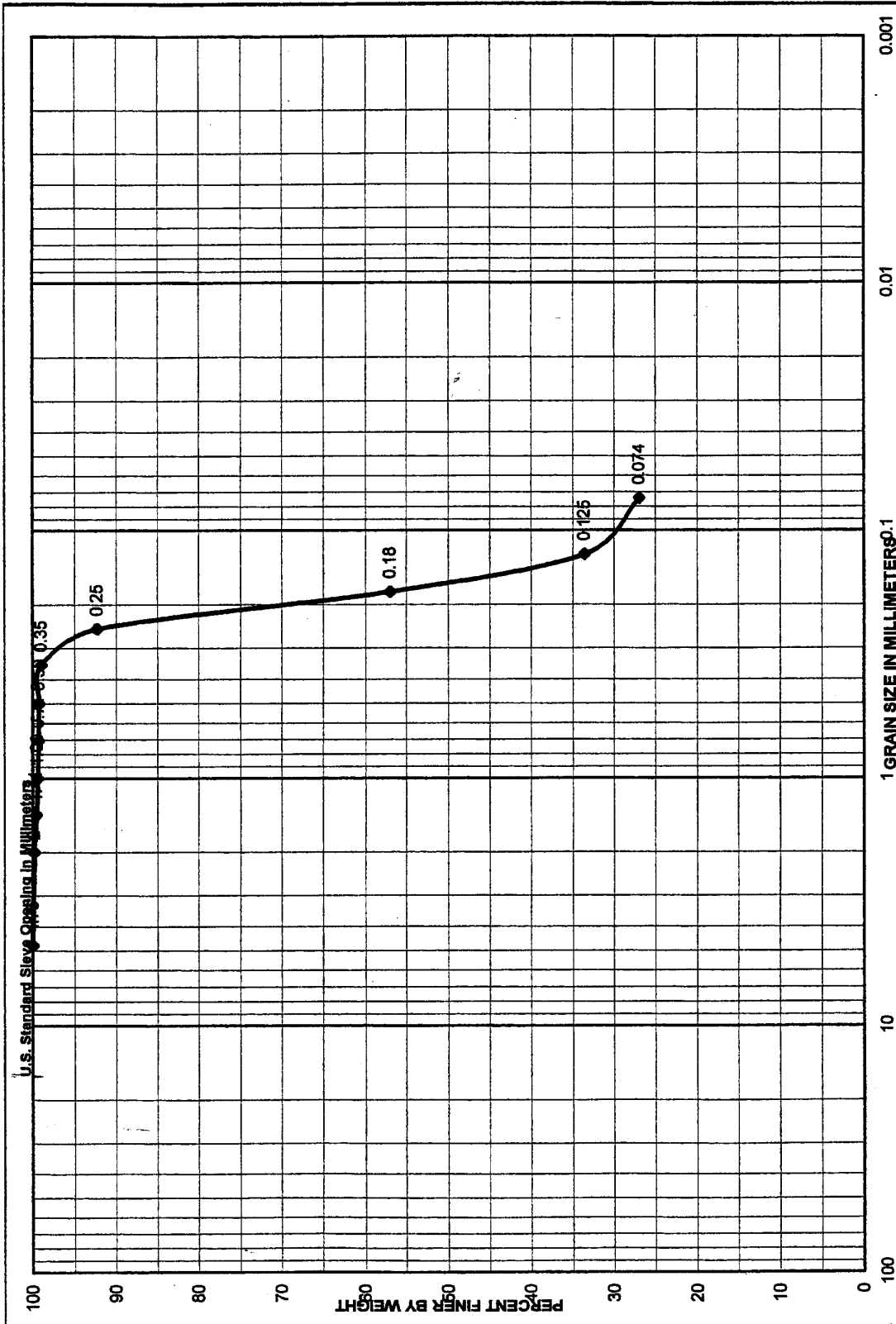


Sample No.	Depth (ft)	Classification	Project
CBI00-8-6	29.7-30.2	Olive gray poorly graded sand with trace silts, SP	USACOE/Carolina Beach Inlet
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-8
			Date 6/27/00

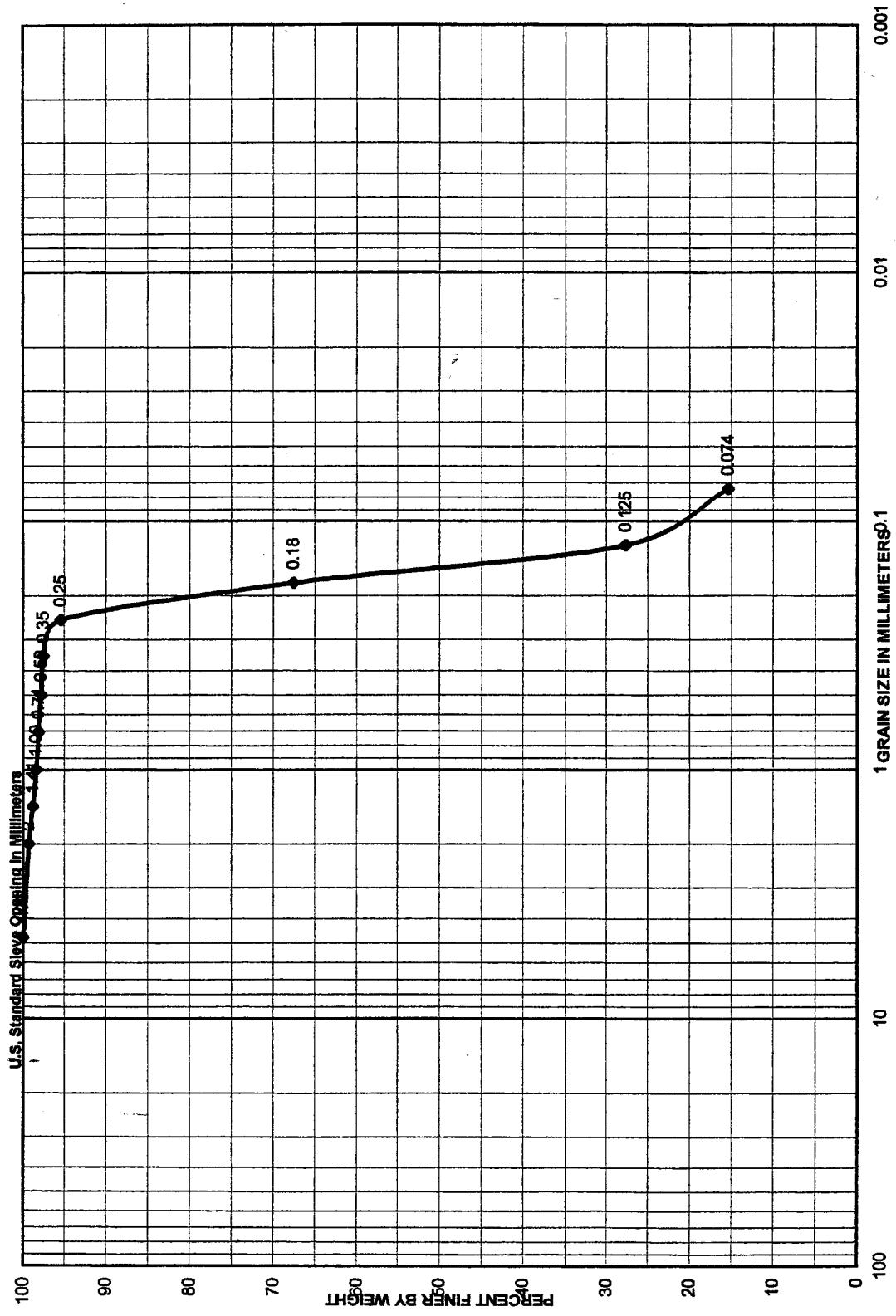


Sample No.	Depth (ft)	Classification	Project
CBI00-9-1	25.8-26.3	Olive gray poorly graded sand with trace silt, SP	USACOE/Carolina Beach Inlet
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-9
			Date 6/29/00

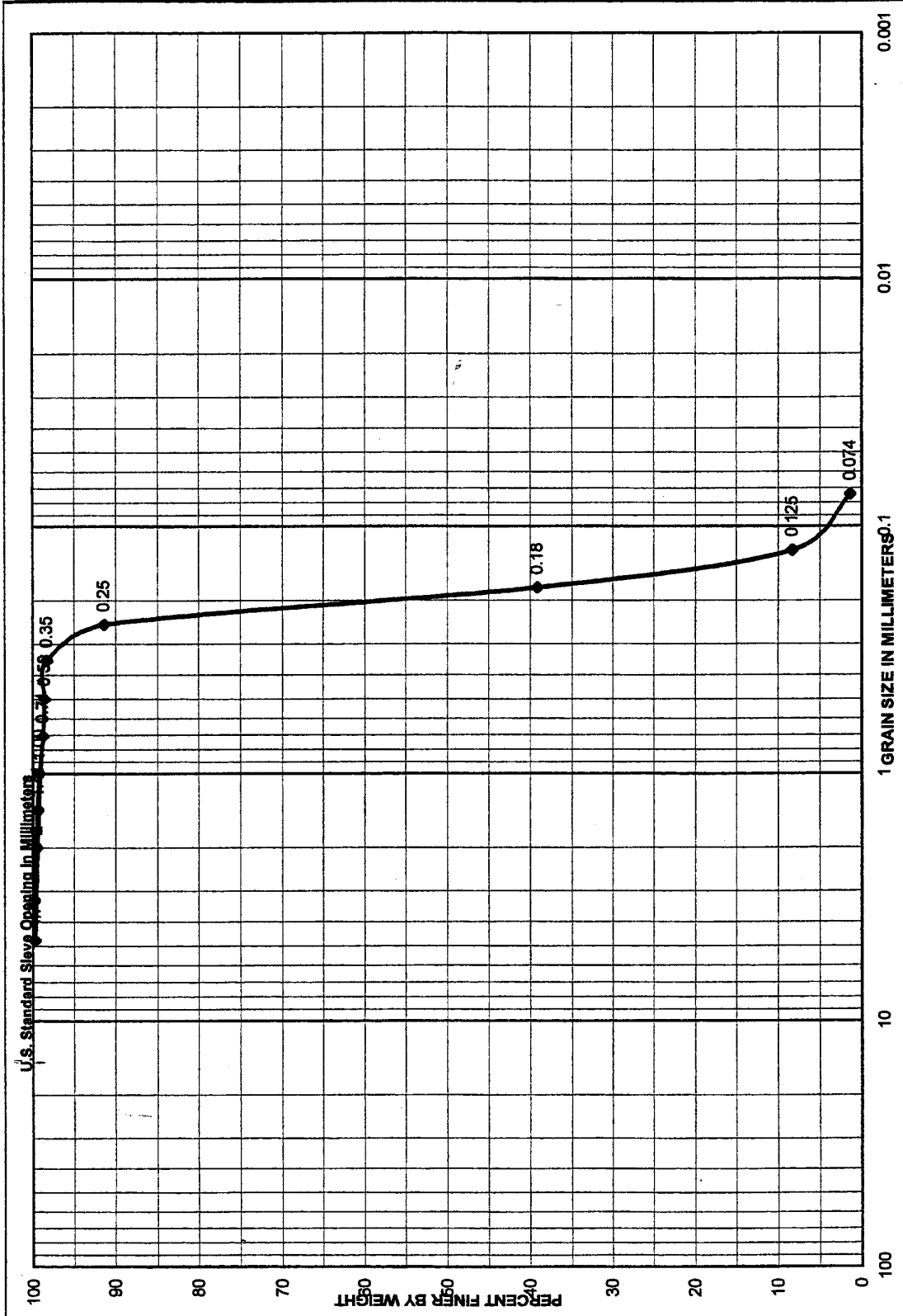




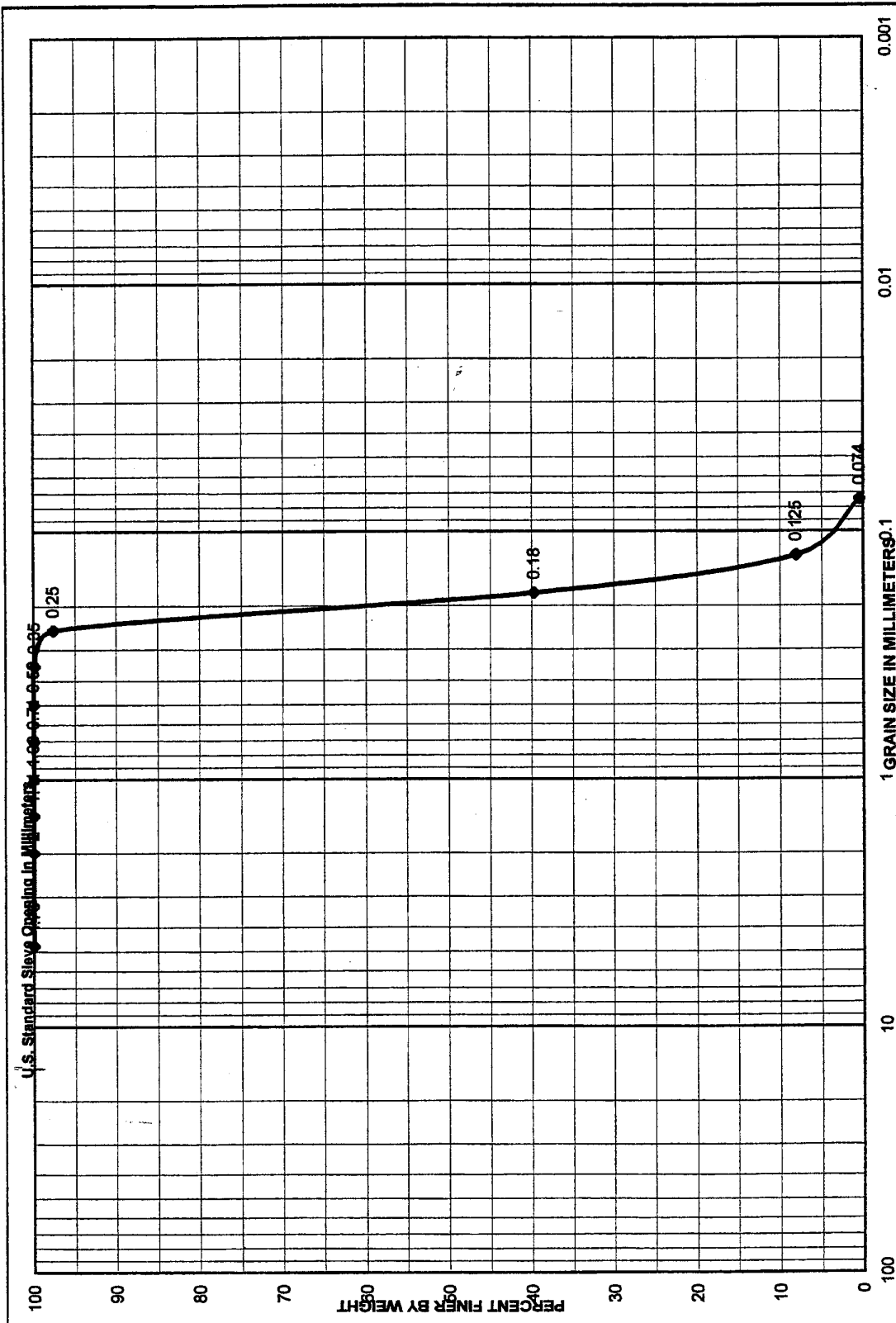
Sample No.	Depth (ft)	Classification	Project
CBI00-9-3	29.8-30.3	Olive gray silty sand, SM	USACOE/Carolina Beach
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-9
			Date 6/29/00



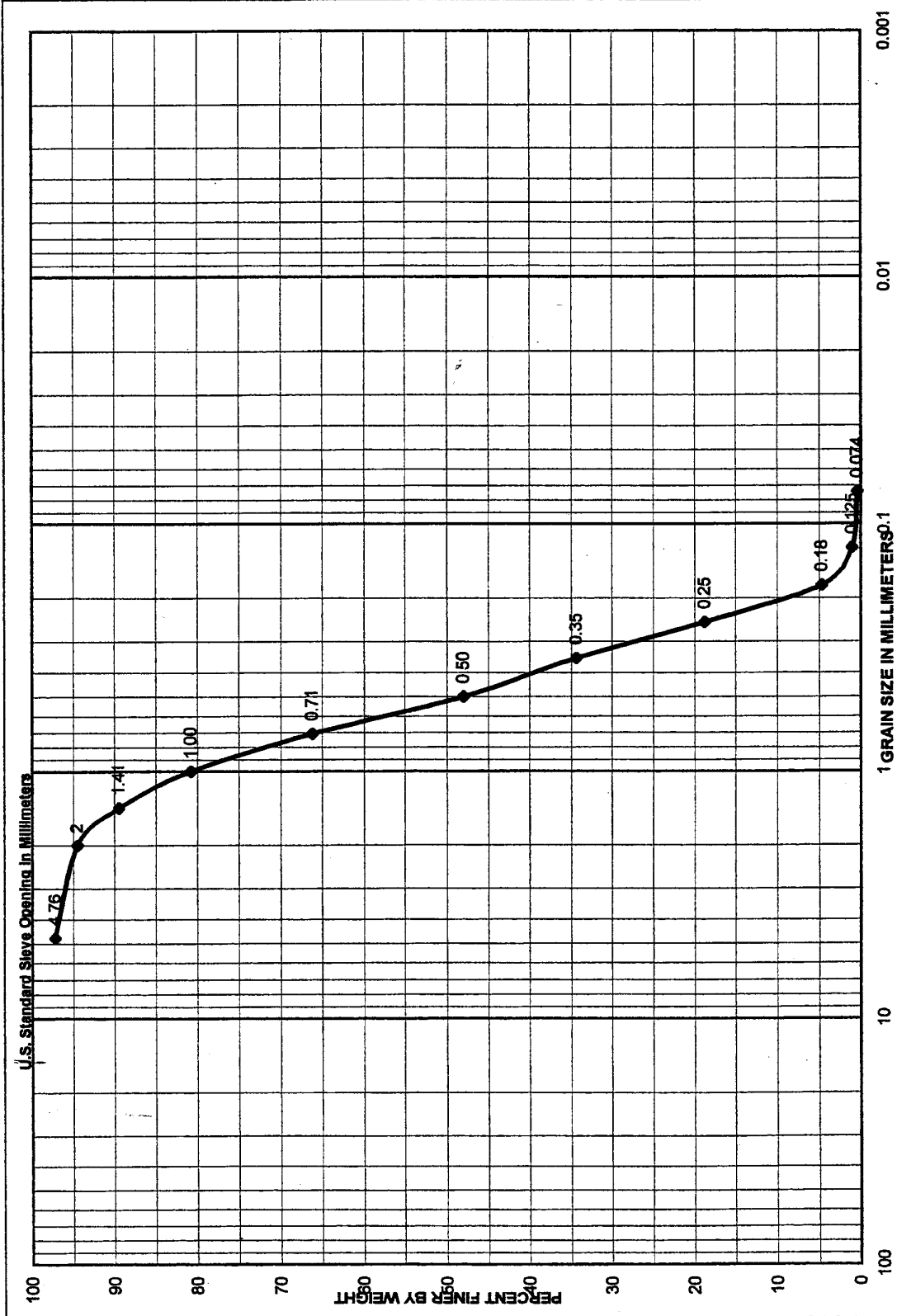
Sample No.		Depth (ft)	Classification	Project
CBI00-9-4		31.8-32.3	Dark gray silty sand, SM	USACOE/Carolina Beach
			0.0% Shells	Area
				CATLIN Geotechnical Laboratory
				Boring No. CBI00-9
				Date 6/29/00



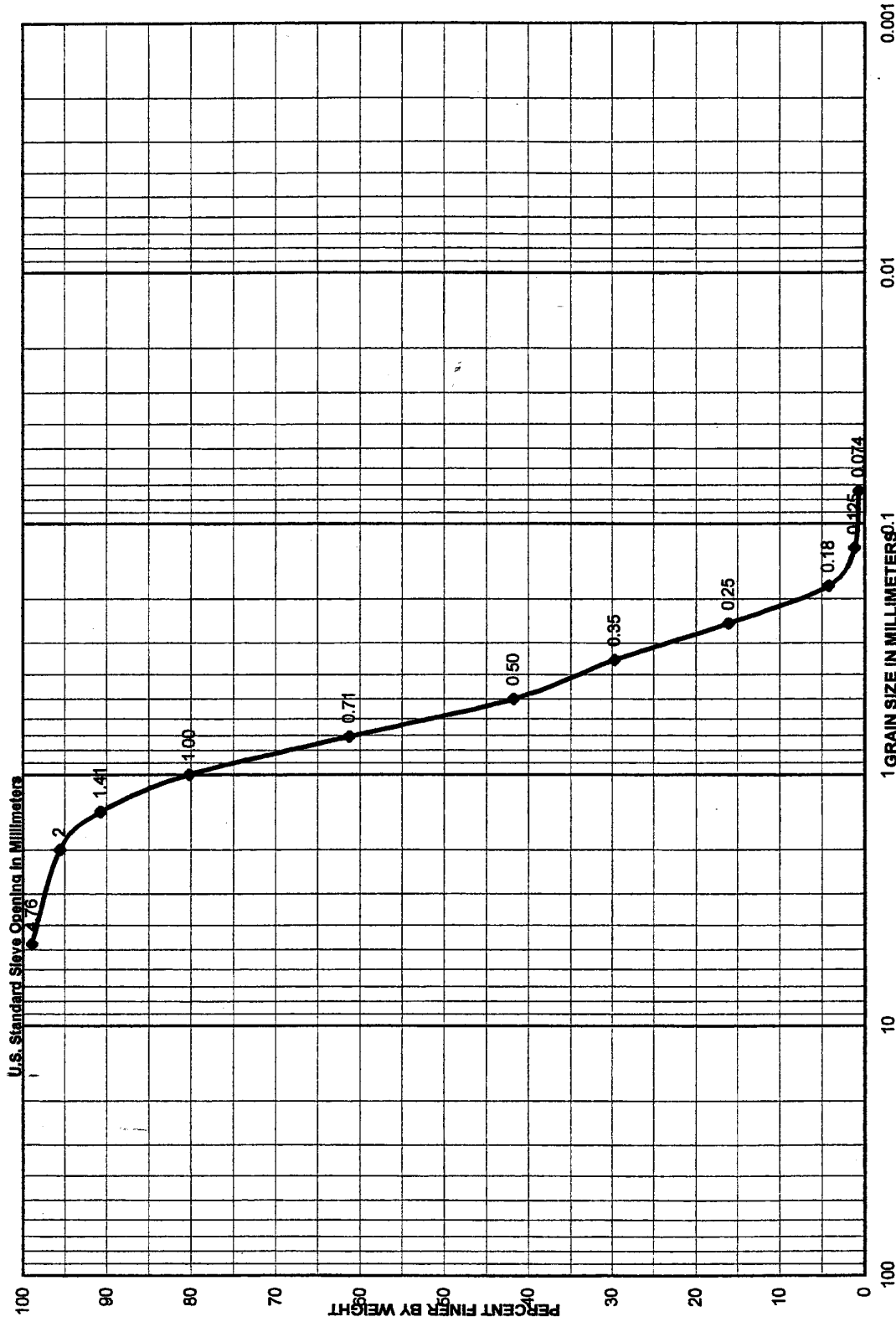
Sample No.	Depth (ft)	Classification	Project
CBI00-9-5	33.0-33.5	Olive gray poorly graded sand with trace silt, SP	USACOE/Carolina Beach
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-9
			Date 6/29/00



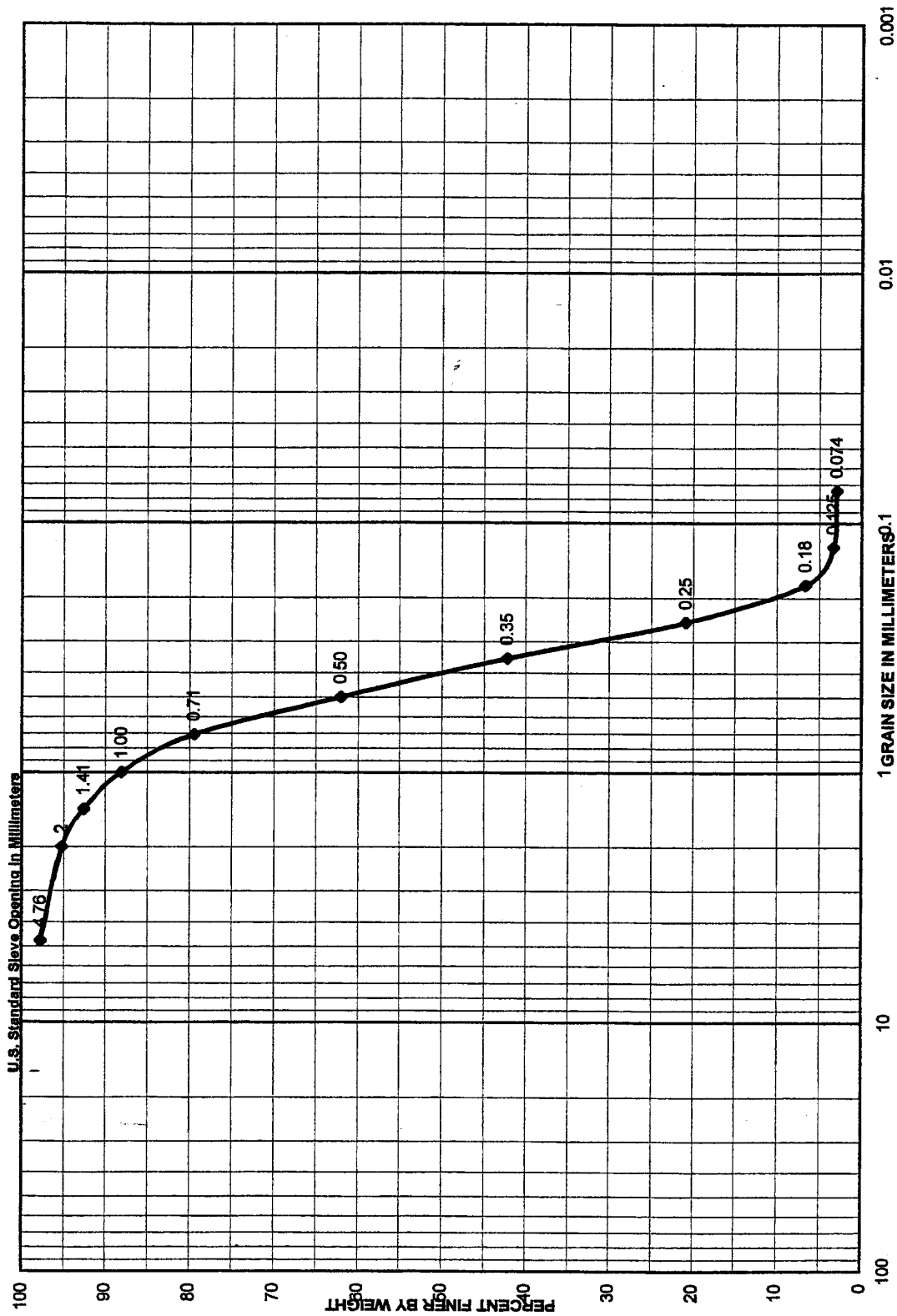
Sample No.	Depth (ft)	Classification	Project
CBI00-9-6	35.8-36.3	Light gray poorly graded sand with trace silt, SP	USACOE/Carolina Beach
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-9
			Date 6/29/00



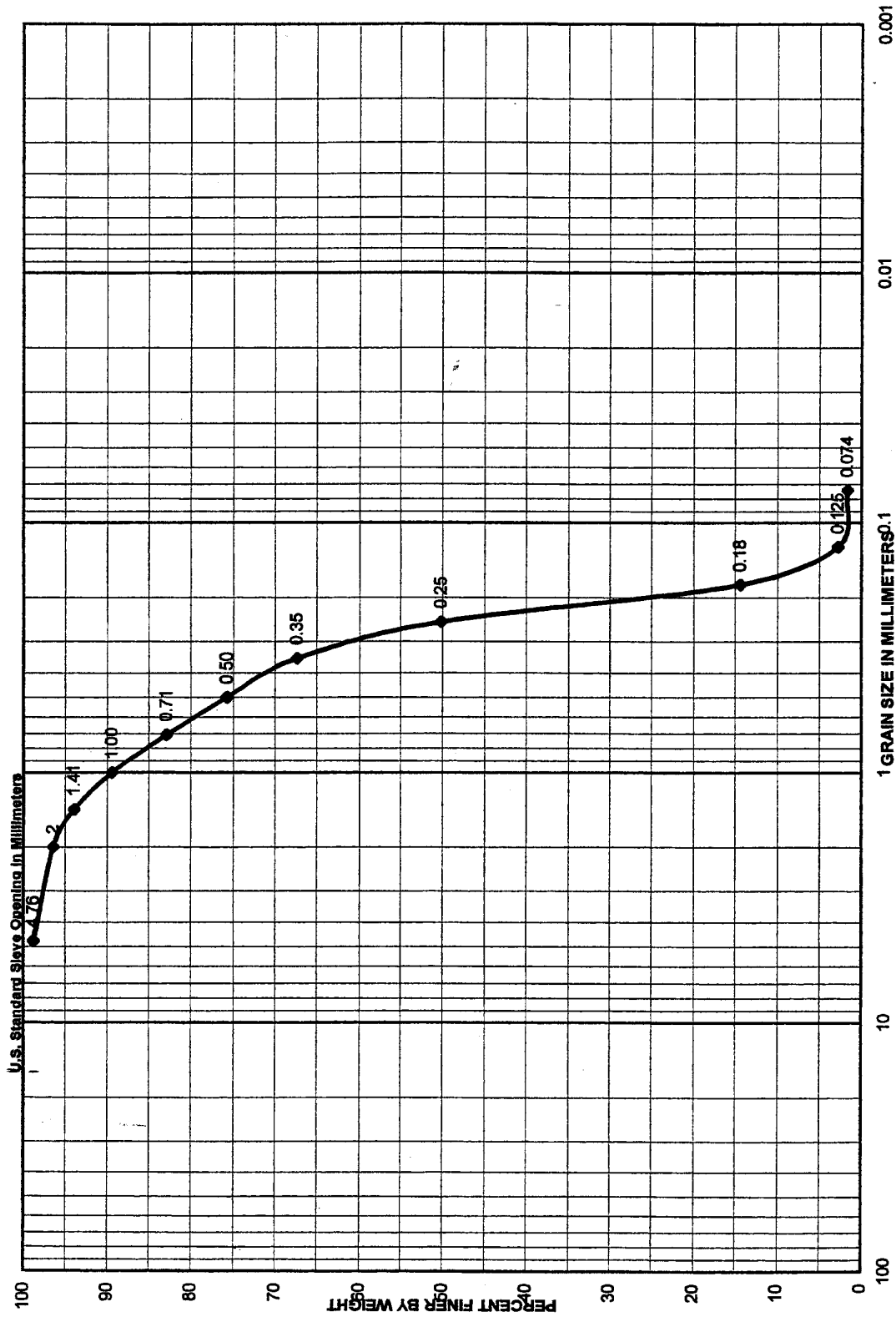
Sample No.	Depth (ft)	Classification	Project
CBI00-10-1	26.2-26.7	Olive gray well graded sand with trace silt and few shells, SW	USACOE/Carolina Beach
		5.50% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-10
			Date 6/29/00



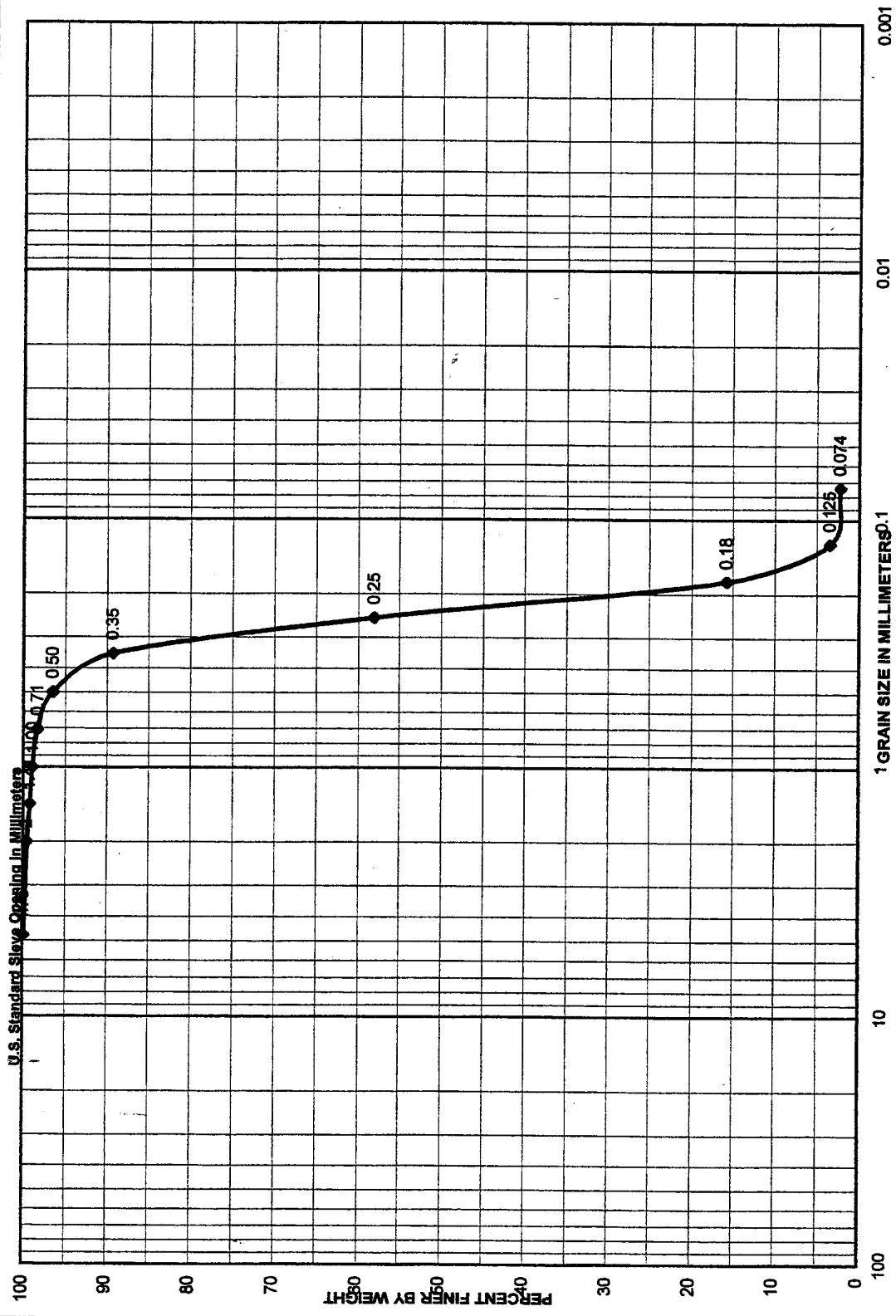
Sample No.	Depth (ft)	Classification	Project
CBI00-10-2	28.2-28.7	Light brown well graded sand with trace silt and trace shells, SW	USACOE/Carolina Beach
		4.41% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-10
			Date 6/29/00



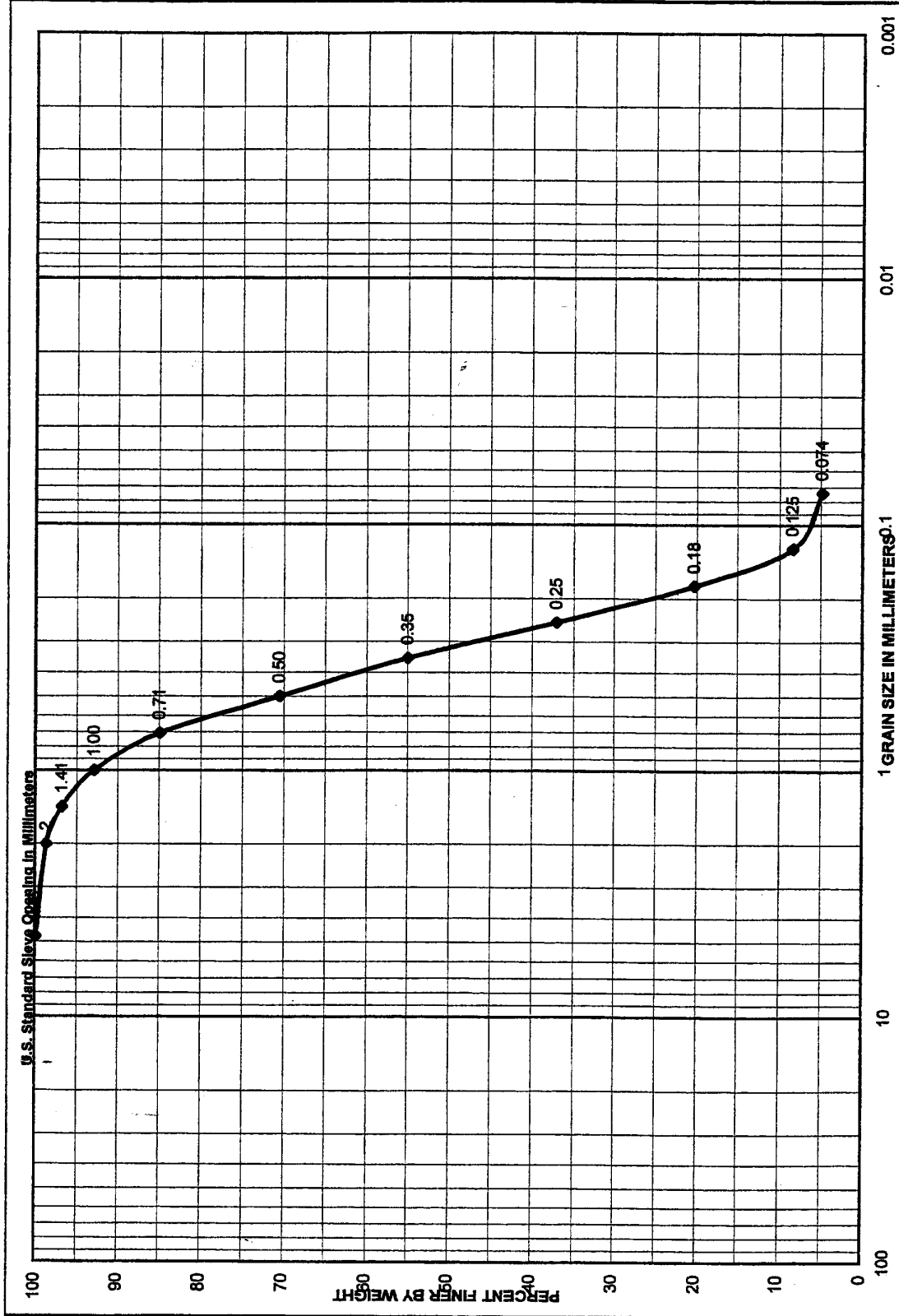
Sample No.	Depth (ft)	Classification	Project
CBI00-10-3	30.2-30.7	Light brown well graded sand with trace silt and trace shells, SW	USACOE/Carolina Beach
		4.83% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-10
			Date 6/29/00



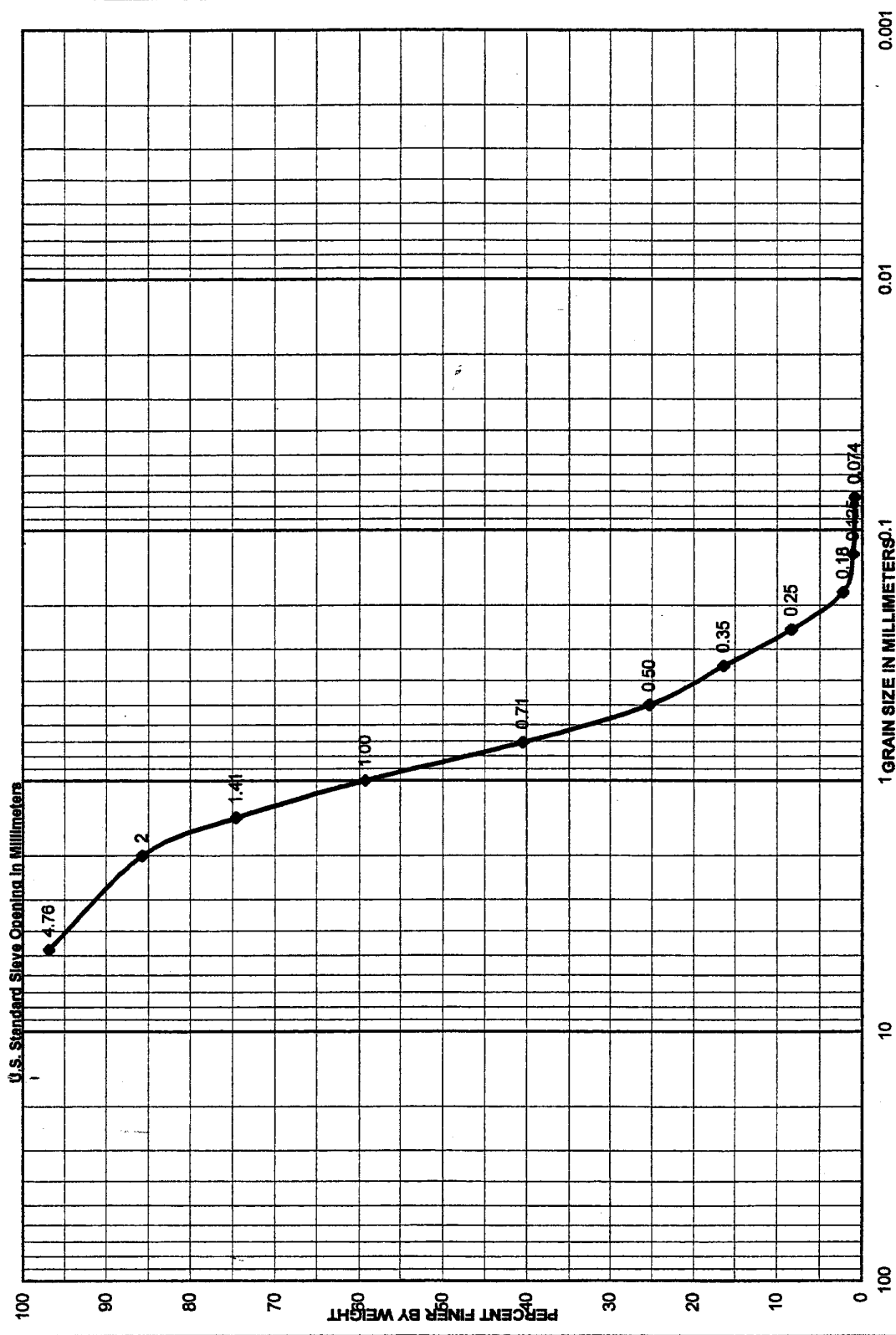
Sample No.	Depth (ft)	Classification	Project
CBI00-10-4	32.2-32.7	Light brown poorly graded sand with trace silt and trace shells, SP 3.59% Shells	USACOE/Carolina Beach
			Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-10
			Date 6/29/00



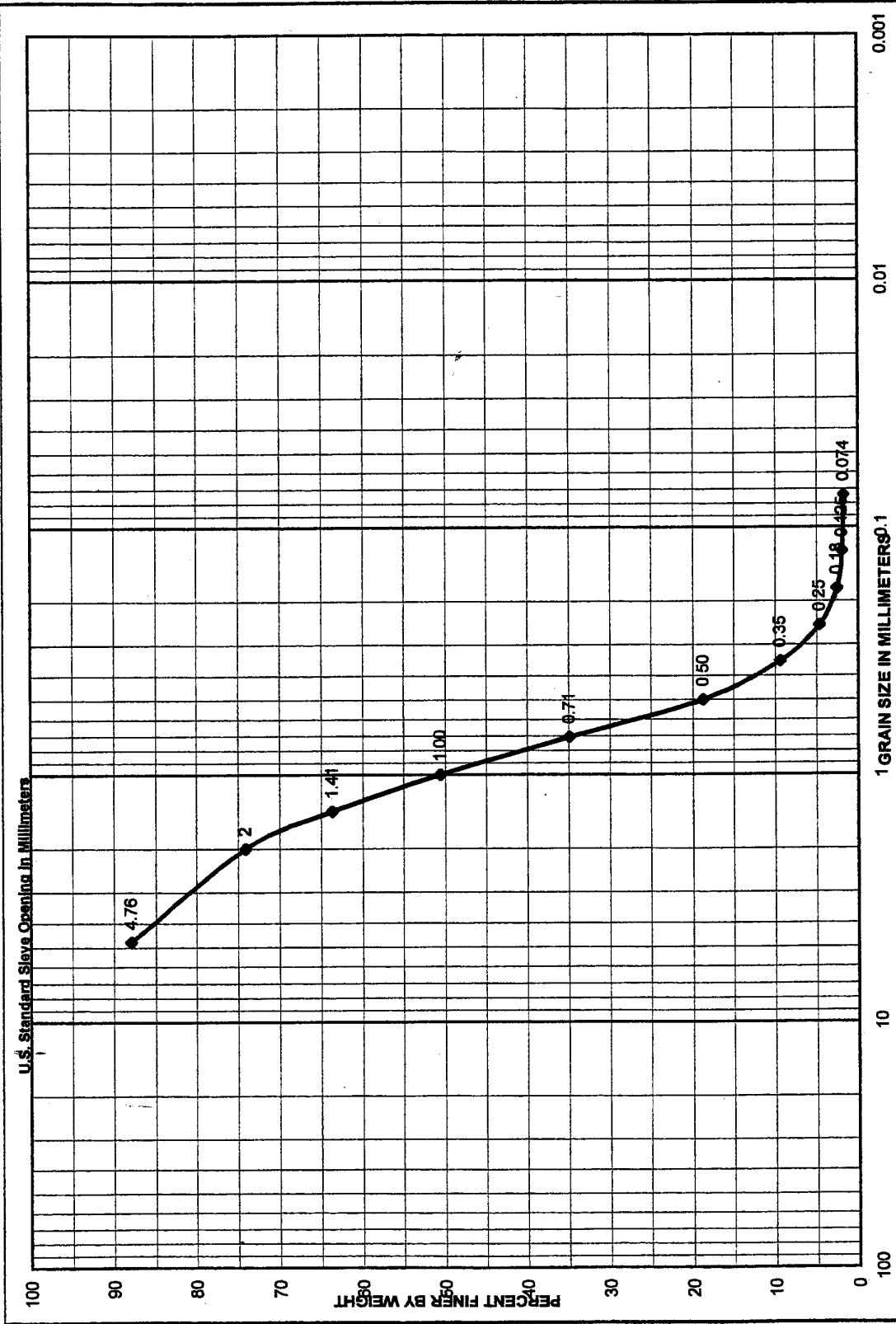
Sample No.	Depth (ft)	Classification	Project
CB100-10-5	34.2-34.7	Light gray poorly graded sand with trace silt and trace shells, SP 0.76% Shells	USACOE/Carolina Beach
			Area
			CATLIN Geotechnical Laboratory
			Boring No. CB100-10
			Date 6/29/00



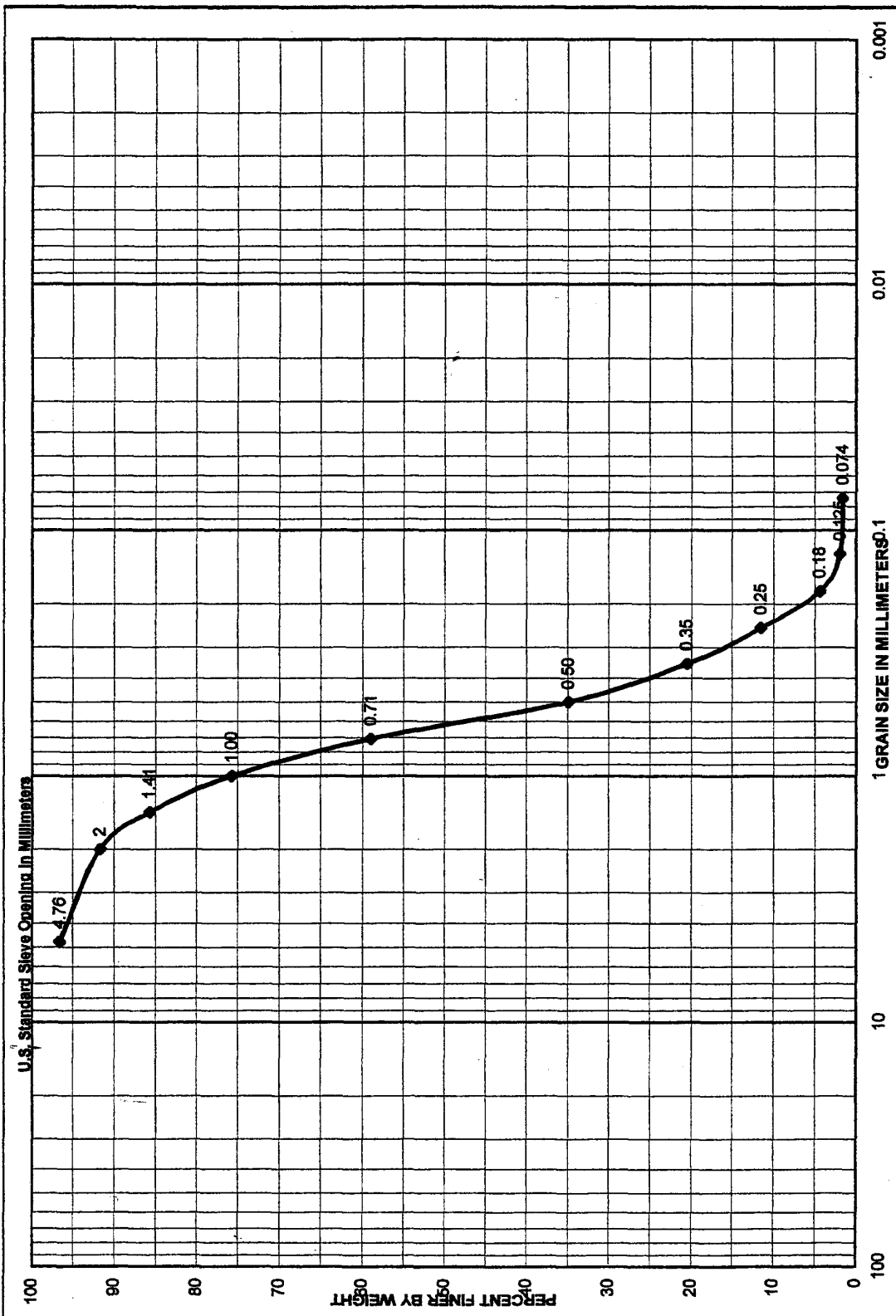
Sample No.	Depth (ft)	Classification	Project
CBI00-10-6	36.2-36.7	Gray well graded sand with trace silt and trace shells, SW	USACOE/Carolina Beach
		1.25% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-10
			Date 6/29/00



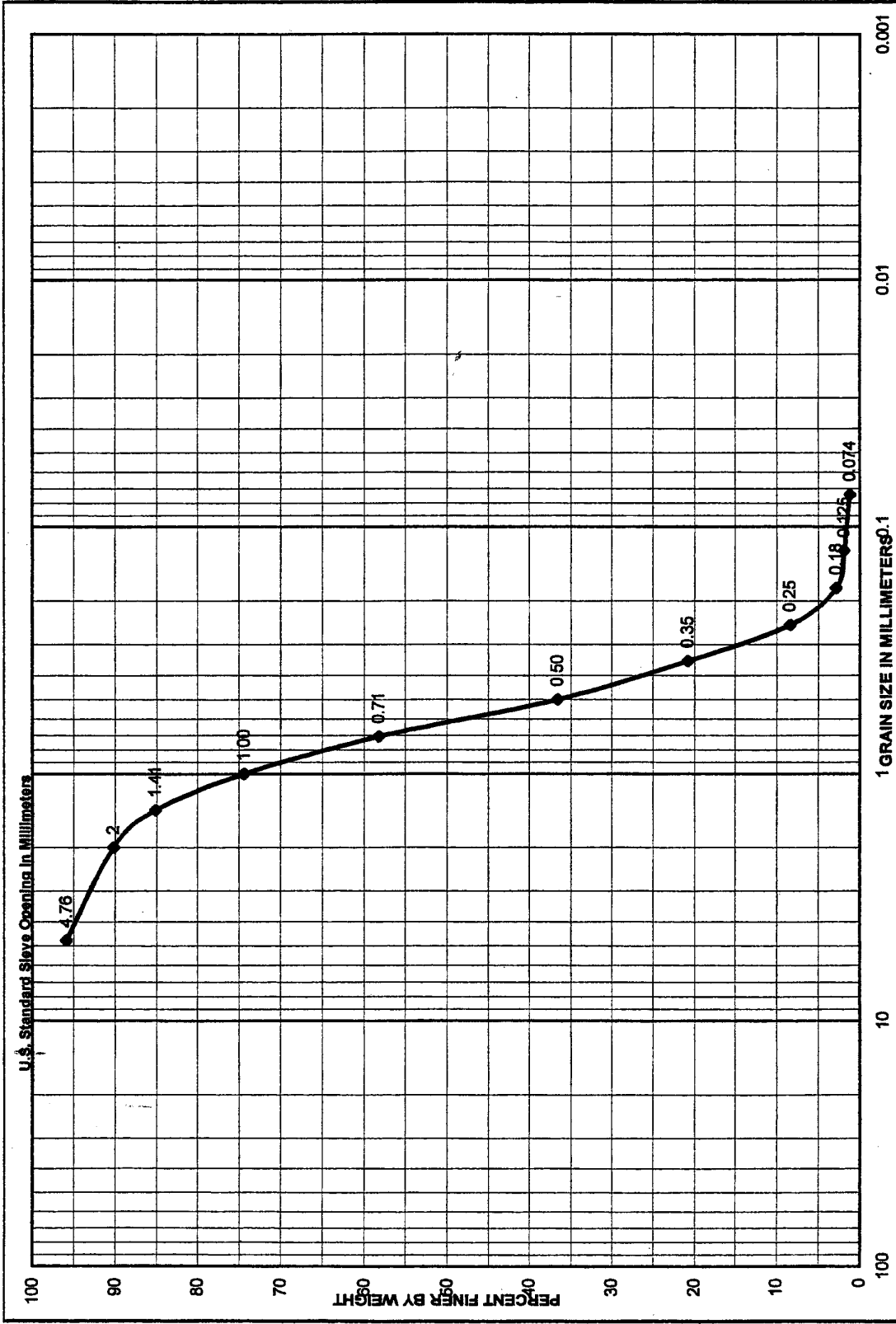
Sample No.	Depth (ft)	Classification	Project
CBI00-11-1	25.5-26.0	Light brown well graded sand with trace silt and little shells, SW	USACOE/Carolina Beach
		25.37% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-11
			Date 6/29/00



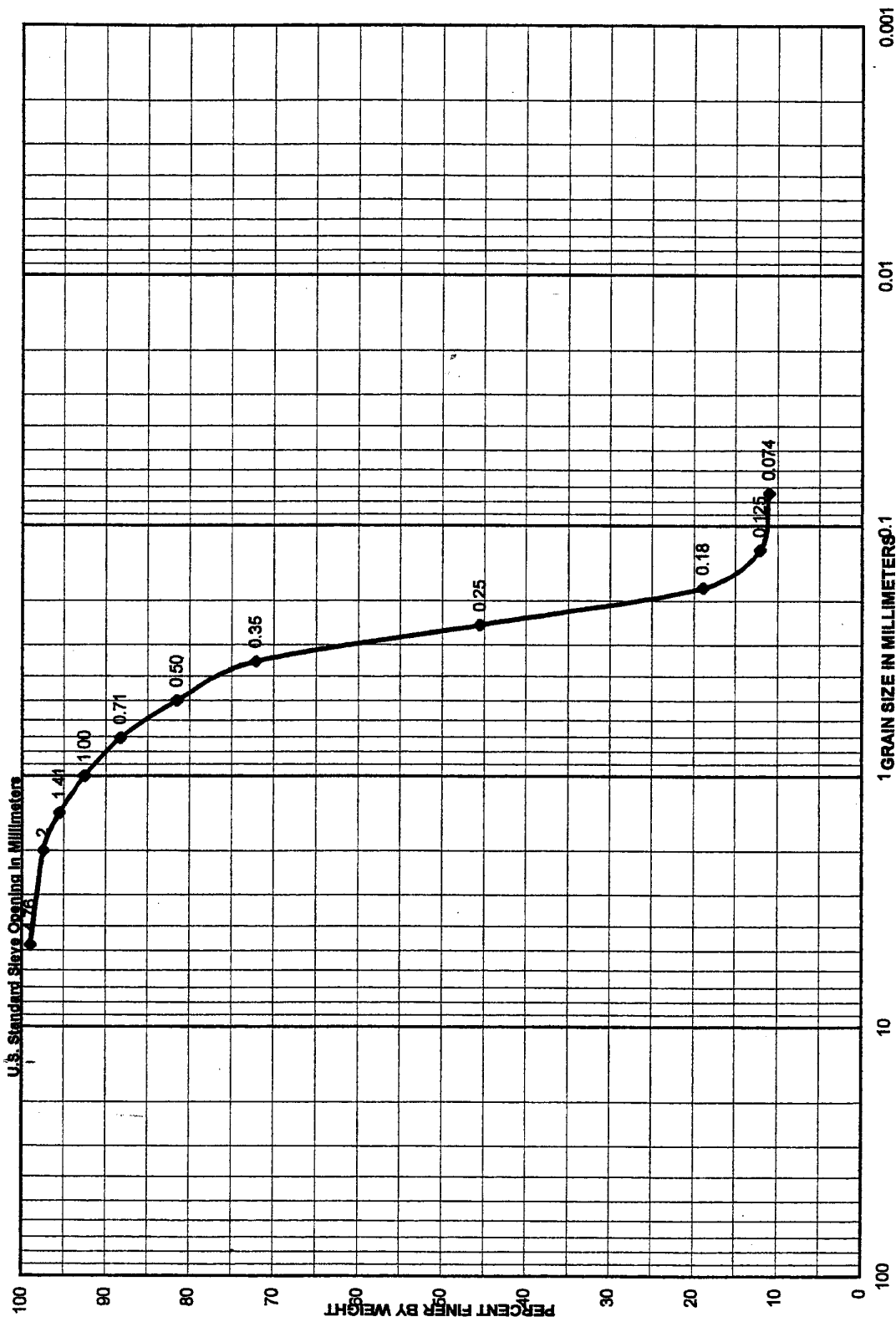
Sample No.	Depth (ft)	Classification	Project
CBI00-11-2	27.5-28.0	Light brown well graded sand with trace silt and little shells, SW	USACOE/Carolina Beach
		25.85% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-11
			Date 6/29/00



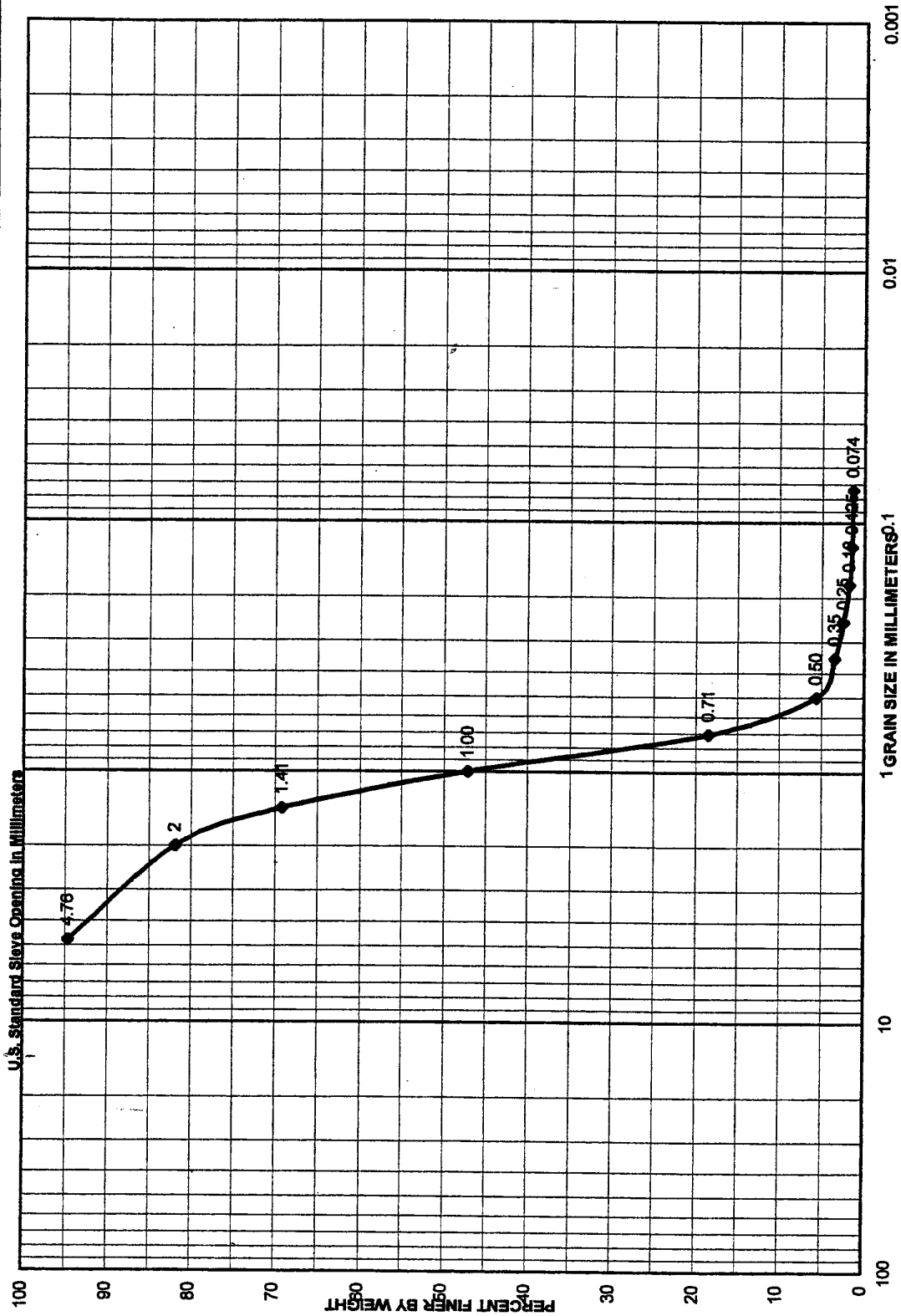
Sample No.	Depth (ft)	Classification	Project
CB100-11-3	29.5-30.0	Light brown well graded sand with trace silt and little shells, SW	USACOE/Carolina Beach
		14.30% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CB100-11
			Date 6/29/00



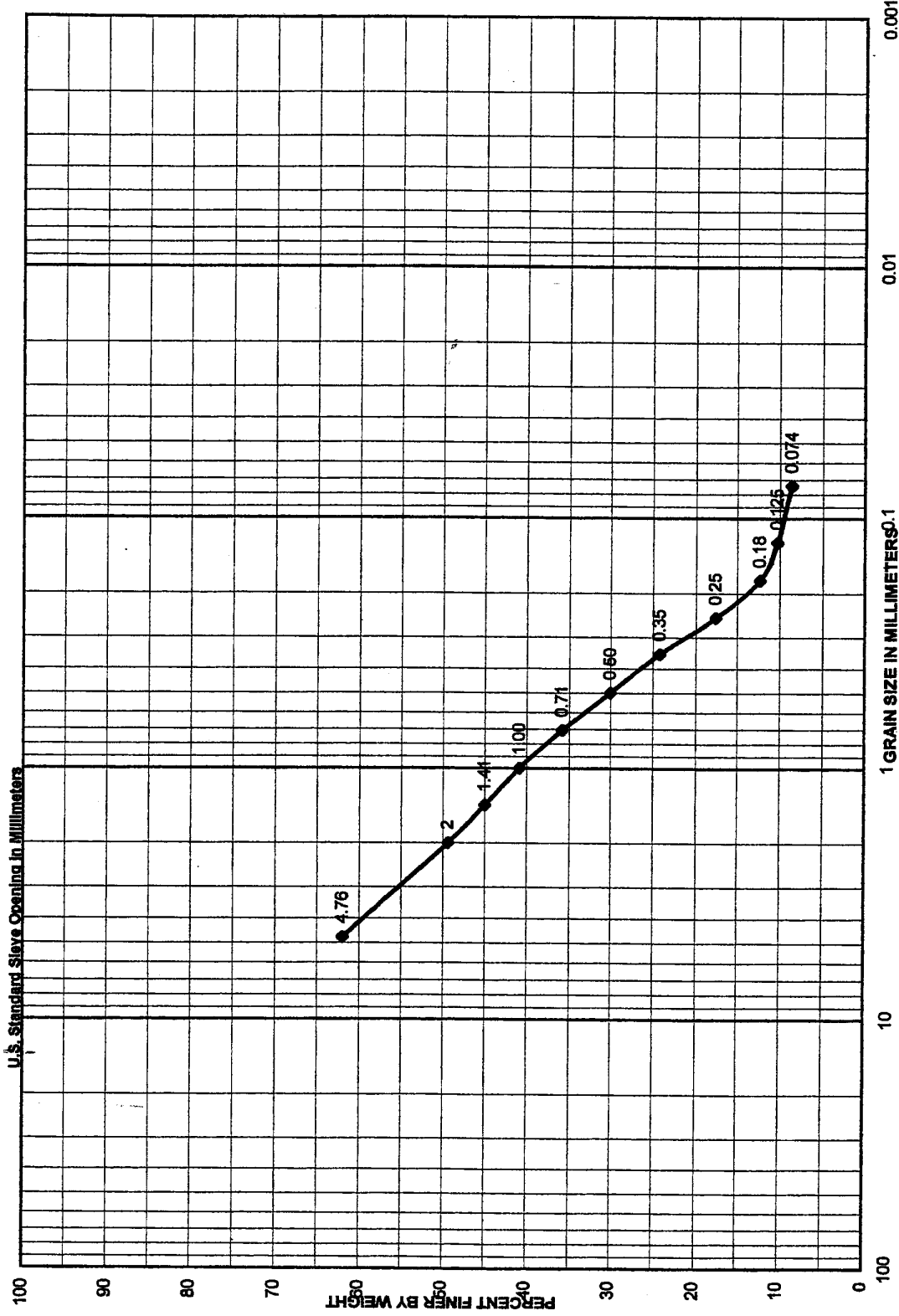
Sample No.	Depth (ft)	Classification	Project
CBI00-11-4	31.5-32.0	Light brown well graded sand with trace silt and little shells, SW	USACOE/Carolina Beach
		14.87% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-11
			Date 6/29/00



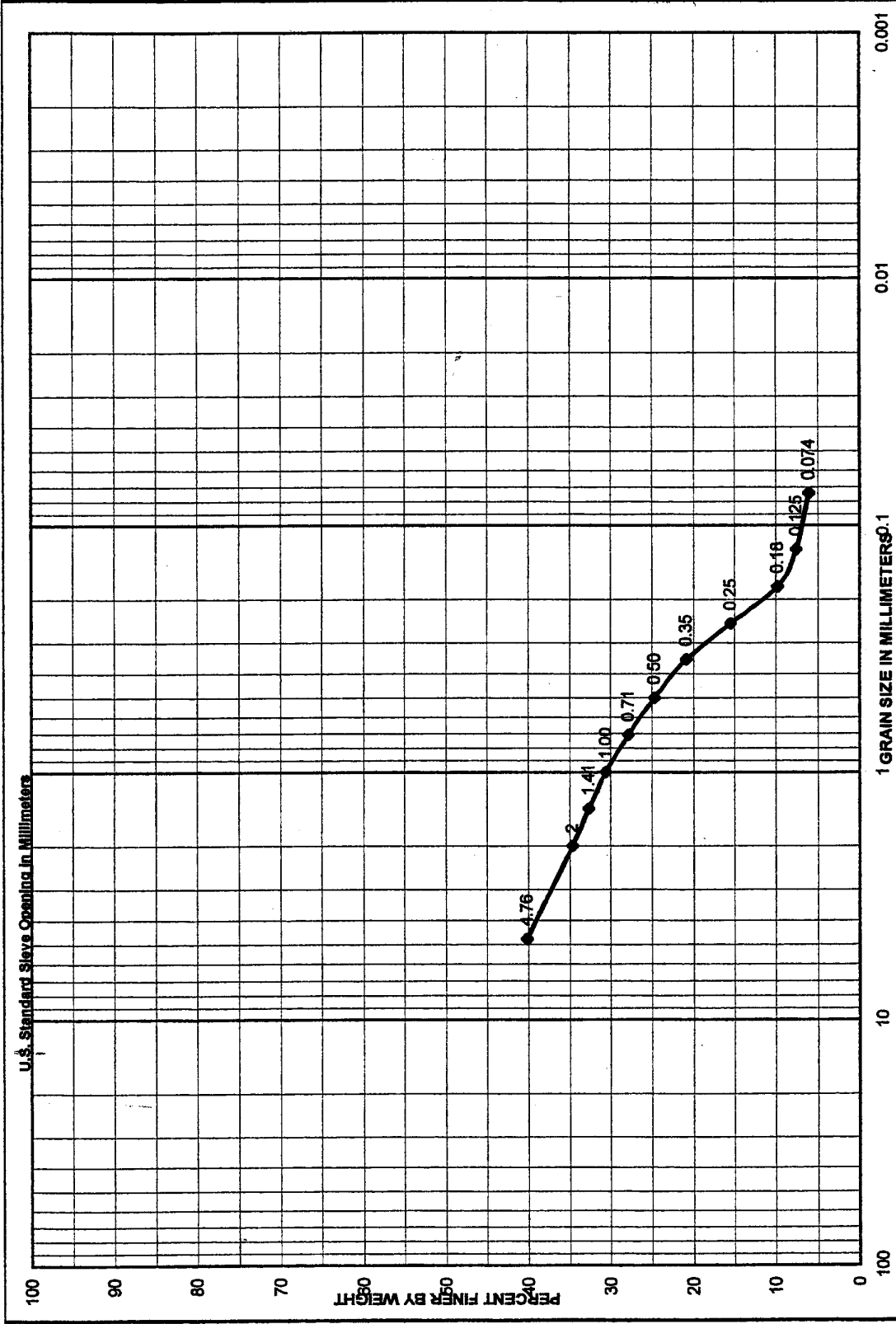
Sample No.	Depth (ft)	Classification	Project
CBI00-11-5	33.4-33.9	Light brown poorly graded sand with few silt, SP-SM	USACOE/Carolina Beach
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-11
			Date 6/29/00



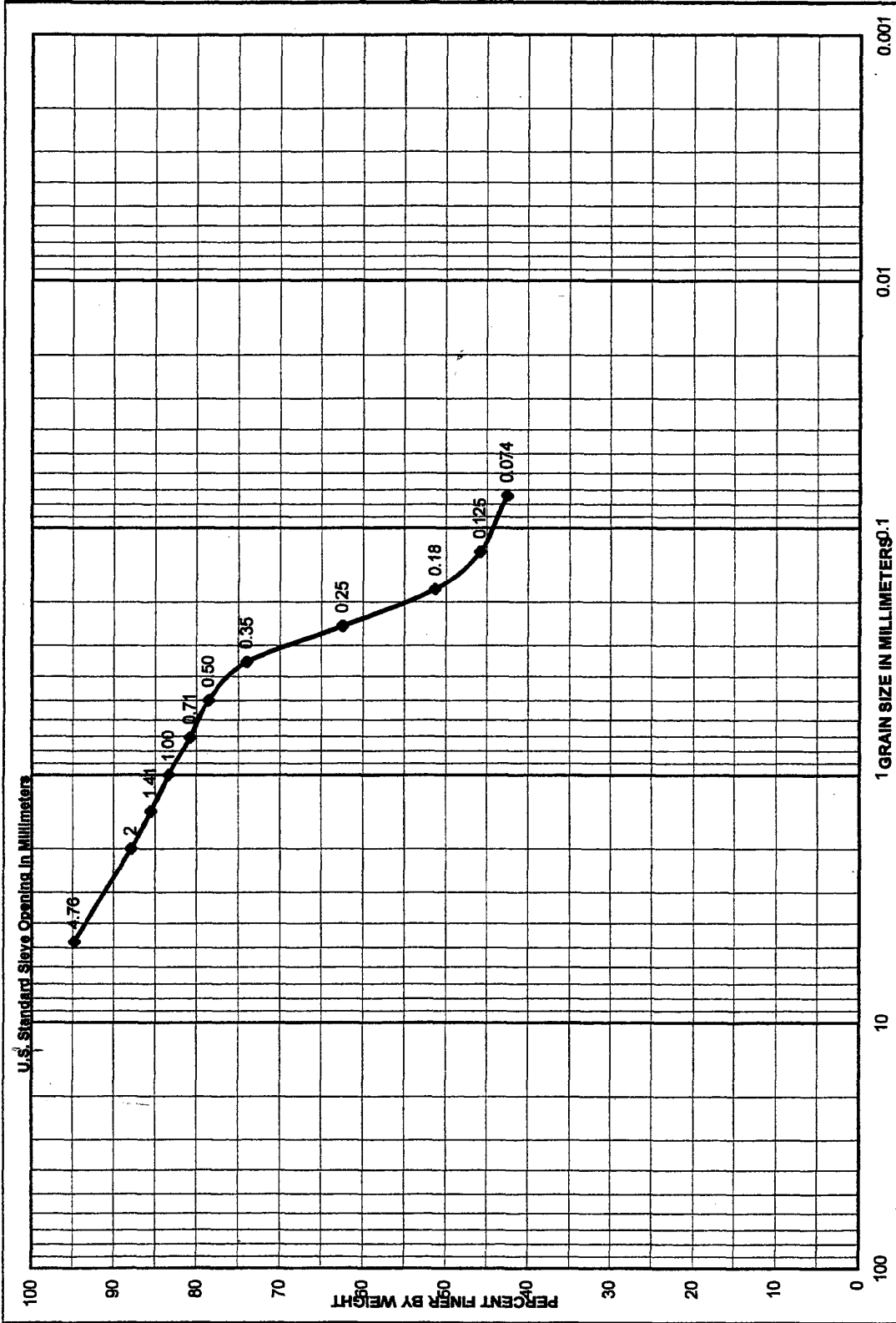
Sample No.	Depth (ft)	Classification	Project
CBI00-12-2	34.5-35.0	Light brown poorly graded sand with trace silts and some shells, SP	USACOE/Carolina Beach Inlet
		30.82% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-12
			Date 6/29/00



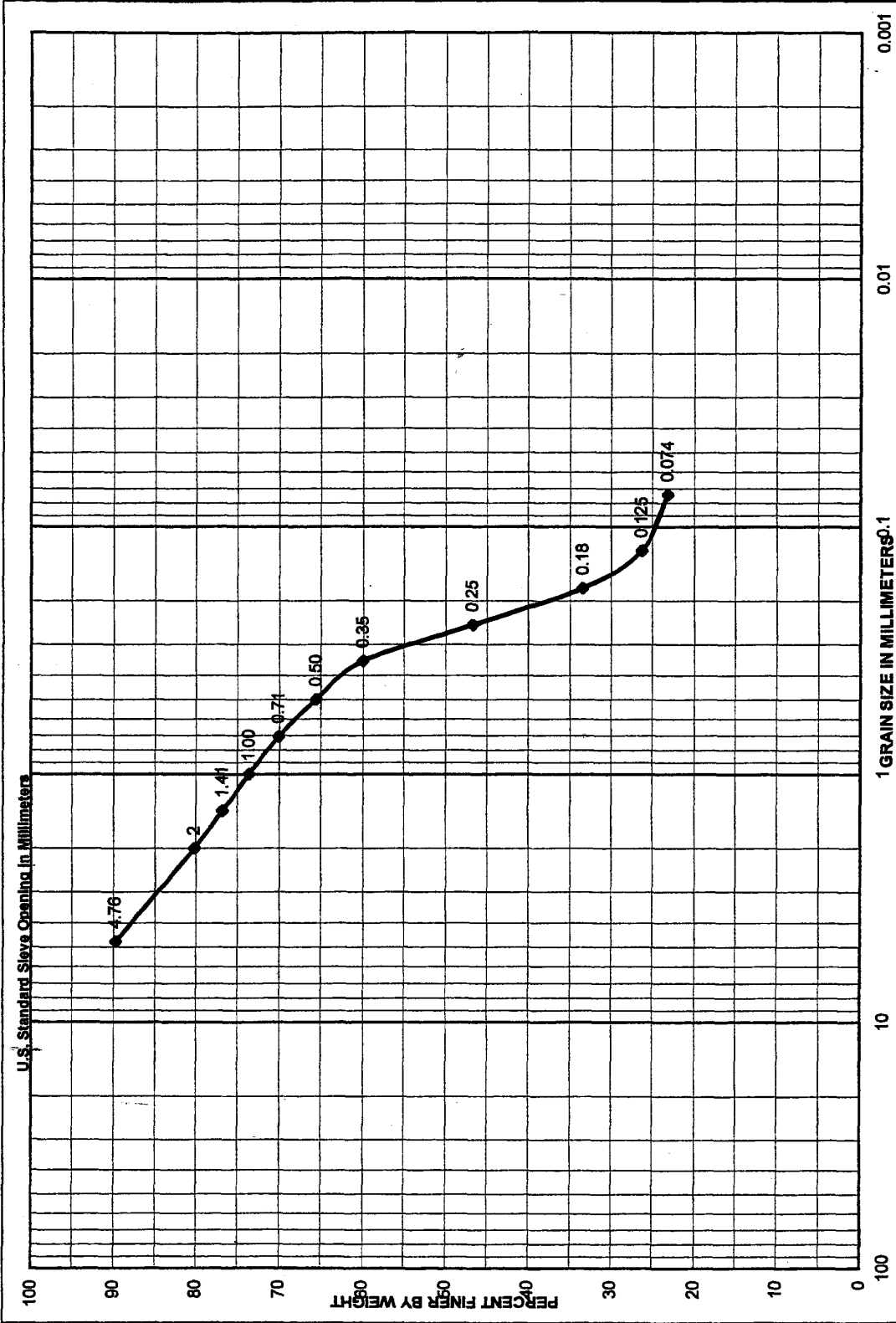
Sample No.	Depth (ft)	Classification	Project
CBI00-12-4	37.7-38.2	Limestone "Light gray well graded sand with few silts, SP-SM" 0.0% Shells	USACOE/Carolina Beach Inlet
			Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-12
			Date 6/29/00



Sample No.	Depth (ft)	Classification	Project
CBI00-12-5	39.5-40.0	Limestone, "Light gray well graded sand with few silts, SP-SM"	USACOE/Carolina Beach Inlet
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-12
			Date 6/29/00



Sample No.	Depth (ft)	Classification	Project
CBI00-12-6	41.5-42.0	Limestone "Light gray silty limestone sand, SM"	USACOE/Carolina Beach
		0.0% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-12
			Date 6/29/00



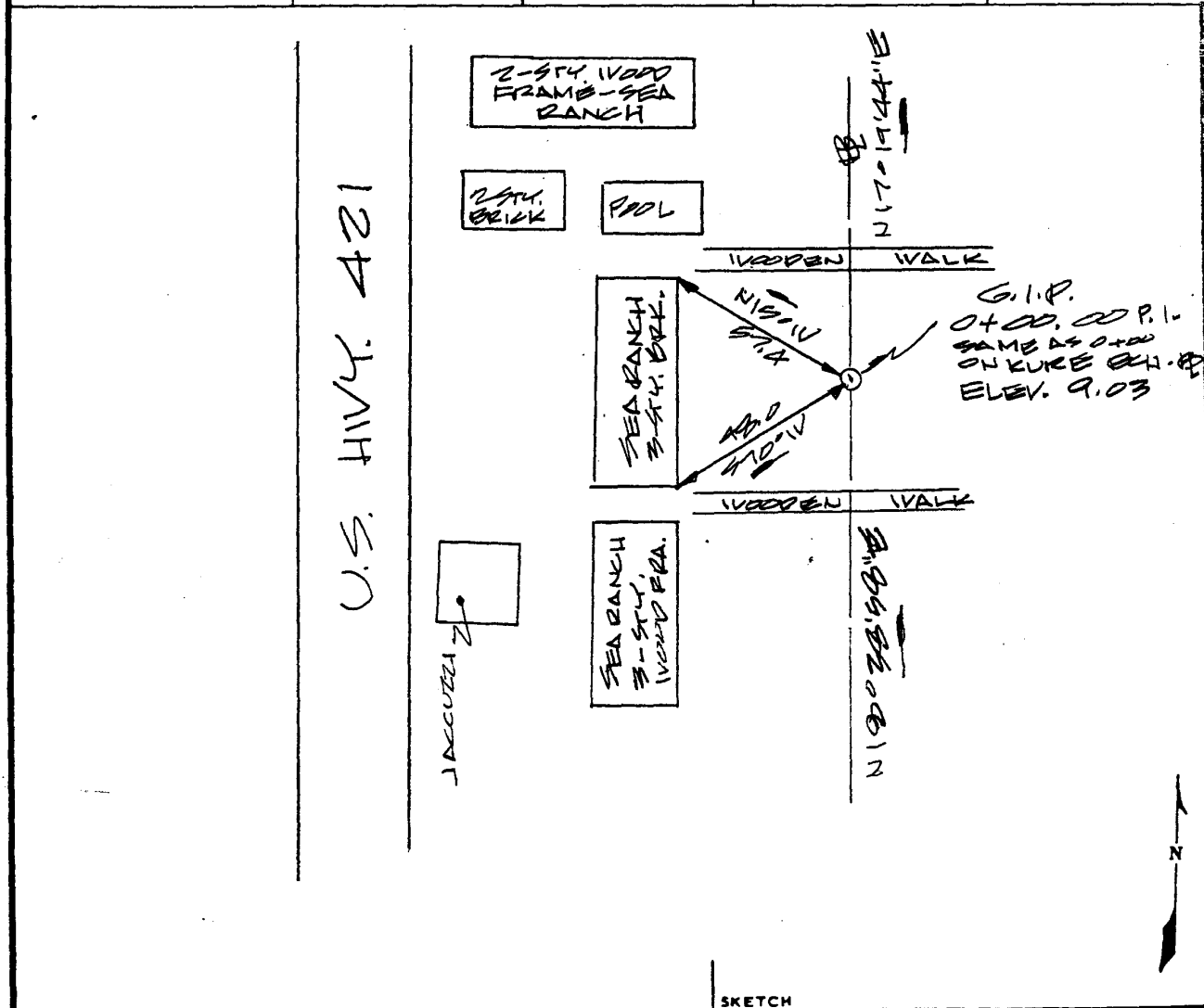
Sample No.	Depth (ft)	Classification	Project
CBI00-12-7	45.0-45.5	Light gray silty sand with little shells, SM	USACOE/Carolina Beach
		19.85% Shells	Area
			CATLIN Geotechnical Laboratory
			Boring No. CBI00-12
			Date 6/27/00

APPENDIX C

RECOVERY OF HORIZONTAL CONTROL STATIONS

COUNTRY U.S.A.	TYPE OF MARK G.I.P.	STATION 0+00.00	P.I.
LOCALITY CAROLINA BLW.	STAMPING ON MARK 0+00 LE	AGENCY (CAST IN MARKS)	ELEVATION 9.03 (FT) (M)
LATITUDE	LONGITUDE	DATUM N.A.D. 1927	DATUM MSL 1929
(NORTHING)(EASTING) (FT) 101072.375 (M)	(EASTING)(NORTHING) (FT) 2334414.919 (M)	GRID AND ZONE	ESTABLISHED BY (AGENCY)
(NORTHING)(EASTING) (FT) 101139.119 (M)	(EASTING)(NORTHING) (FT) 2334495.251 (M)	GRID AND ZONE	DATE ORDER

TO OBTAIN	GRID AZIMUTH, ADD	TO THE GEODETIC AZIMUTH		
TO OBTAIN	GRID AZ. (ADD)(SUB.)	TO THE GEODETIC AZIMUTH		
OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)



DA FORM 1959

REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE.

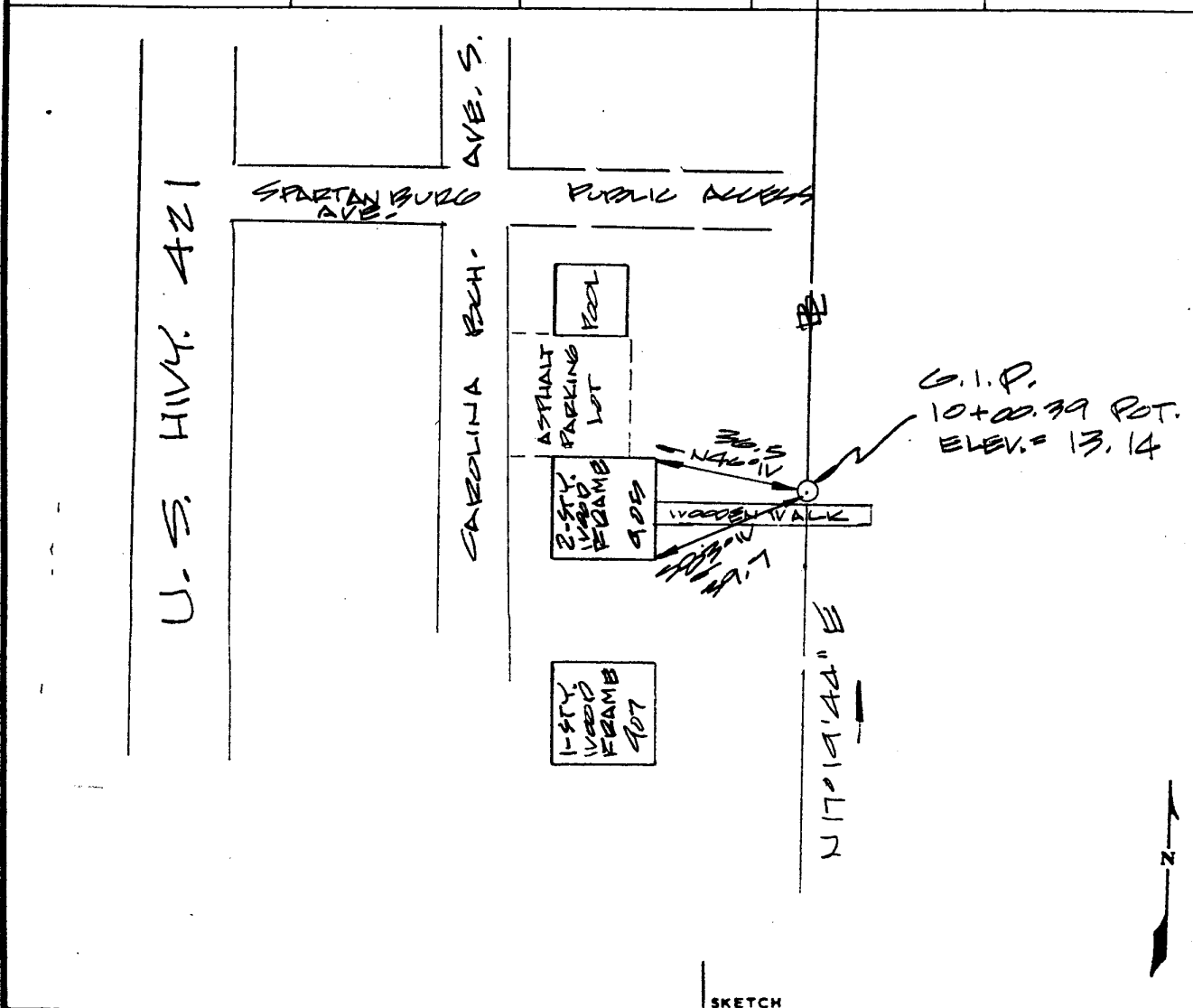
DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION

For use of this form, see TM 5-237; the proponent agency is TRADOC.

RECOVERED BY: TOM JEFFERS, WILLIAM W. BLANKHARD, INC.
9-15-70

COUNTRY U.S.A.	TYPE OF MARK G.I.P.	STATION 10+00.39 P.O.T.	
LOCALITY CAROLINA BCH.	STAMPING ON MARK 10+00 CE	AGENCY (CAST IN MARKS)	ELEVATION 13.14 (FT) (M)
LATITUDE	LONGITUDE	DATUM NA.D. 1927	DATUM MSL 1929
(NORTHING)(EASTING) (FT) 102028.087 (M)	(EASTING)(NORTHING) (FT) 2334710.878 (M)	GRID AND ZONE	ESTABLISHED BY (AGENCY)
(NORTHING)(EASTING) (FT) 102094.845 (M)	(EASTING)(NORTHING) (FT) 2334791.207 (M)	GRID AND ZONE	DATE ORDER

TO OBTAIN	GRID AZIMUTH, ADD	TO THE GEODETIC AZIMUTH		
TO OBTAIN	GRID AZ. (ADD)(SUB.)	TO THE GEODETIC AZIMUTH		
OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)



DA FORM 1959 REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE.

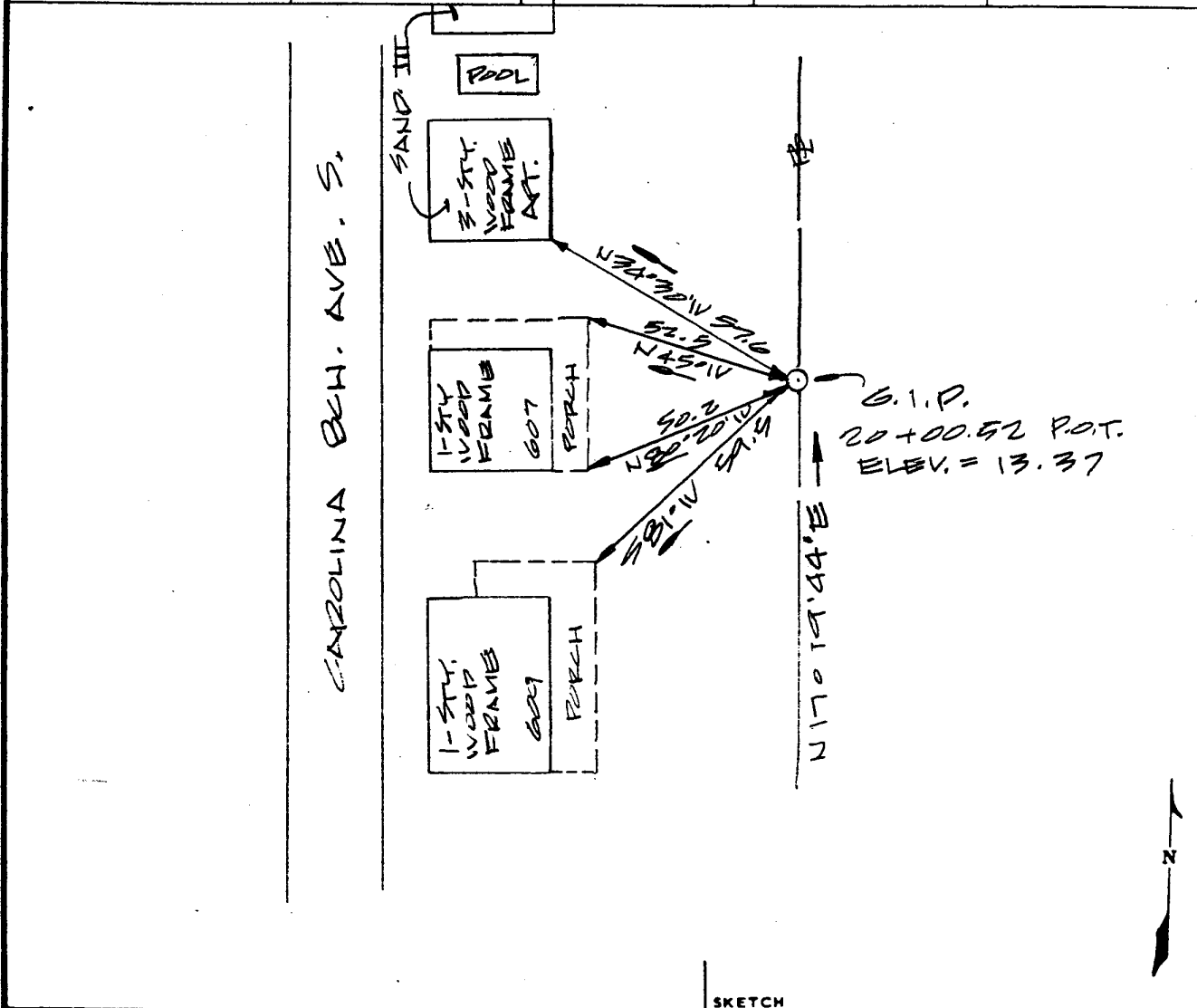
DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION
For use of this form, see TM 5-237; the proponent agency is TRADOC.

RECOVERED BY: TOM JEFFERS, WILLIAM W. BLANCHARD, INC.
A. 18-70

COUNTRY U.S.A.	TYPE OF MARK G.I.P.	STATION 20+00.52 P.O.T.	
LOCALITY CAROLINA B.H.	STAMPING ON MARK 20+00.52 CE	AGENCY (CAST IN MARKS)	ELEVATION 13.37 (FT) (M)
LATITUDE	LONGITUDE	DATUM NAD 1927	DATUM MSL 1929
(NORTHING)(EASTING) (FT) 102982.992 (M)	(EASTING)(NORTHING) (FT) 2335208.557 (M)	GRID AND ZONE	ESTABLISHED BY (AGENCY)
(NORTHING)(EASTING) (FT) 103049.768 (M)	(EASTING)(NORTHING) (FT) 2335088.887 (M)	GRID AND ZONE	DATE ORDER

TO OBTAIN	GRID AZIMUTH, ADD	TO THE GEODETIC AZIMUTH
TO OBTAIN	GRID AZ. (ADD)(SUB.)	TO THE GEODETIC AZIMUTH

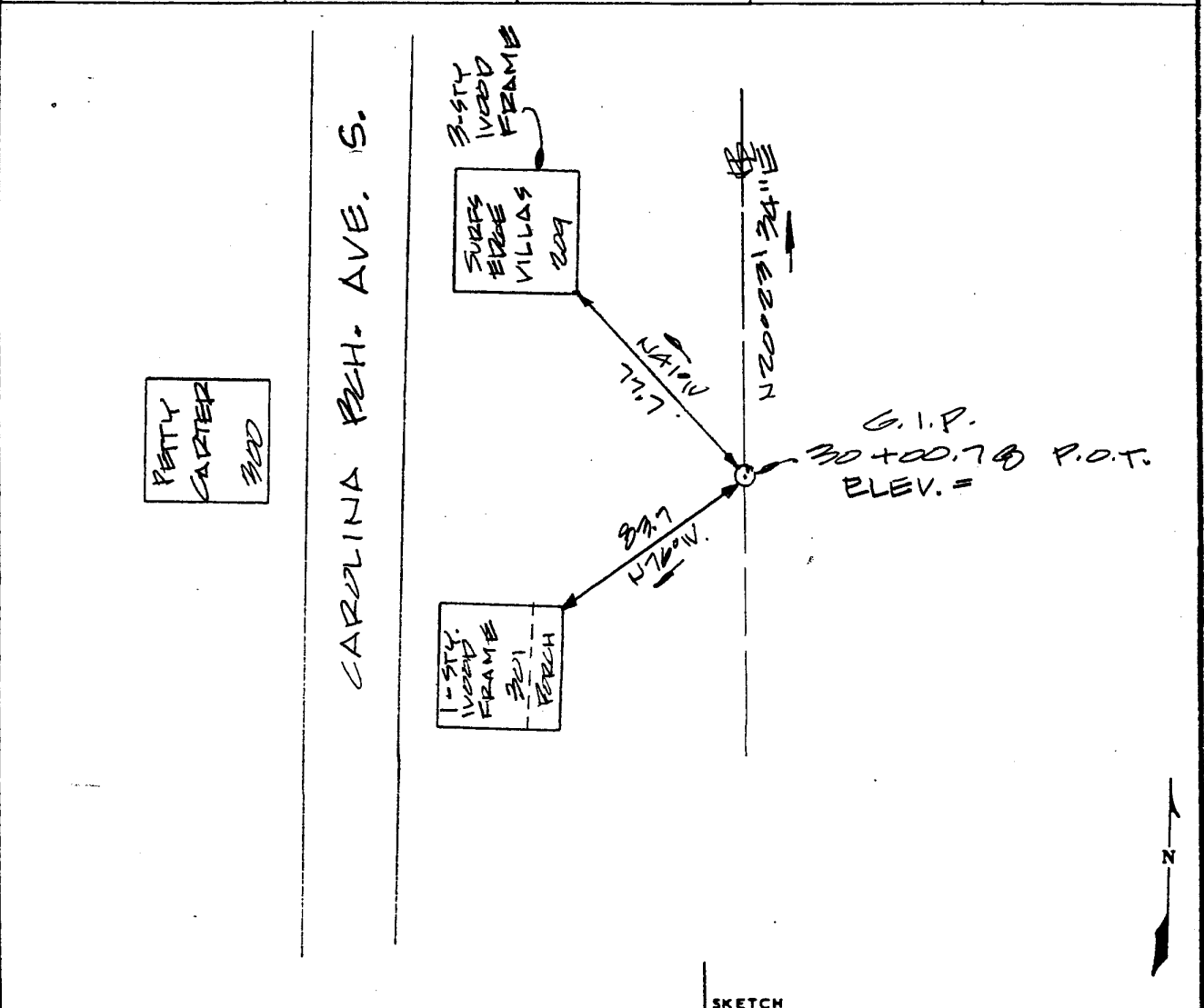
OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)



COUNTRY U.S.A.	TYPE OF MARK G.I.P.	STATION 30+00.78 P.O.T.	
LOCALITY CAROLINA BCH.	STAMPING ON MARK 30+00.78 CE	AGENCY (CAST IN MARKS)	ELEVATION (FT) (M)
LATITUDE	LONGITUDE	DATUM NAD 1983	DATUM MSL 1989
(NORTHING)(EASTING) (FT) (M) 103932.944 (M)	(EASTING)(NORTHING) (FT) (M) 2335321.196 (M)	GRID AND ZONE	ESTABLISHED BY (AGENCY)
(NORTHING)(EASTING) (FT) (M) 2335401.492 (M)	(EASTING)(NORTHING) (FT) (M) 103999.734 (M)	GRID AND ZONE	DATE ORDER

TO OBTAIN GRID AZIMUTH, ADD TO THE GEODETIC AZIMUTH
TO OBTAIN GRID AZ. (ADD)(SUB.) TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)



DA FORM 1959 REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE. DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION For use of this form, see TM 5-237; the proponent agency is TRADOC.

RECOVERED BY: TOM JEFFERS, WILLIAM W. BLANCHARD, INC.

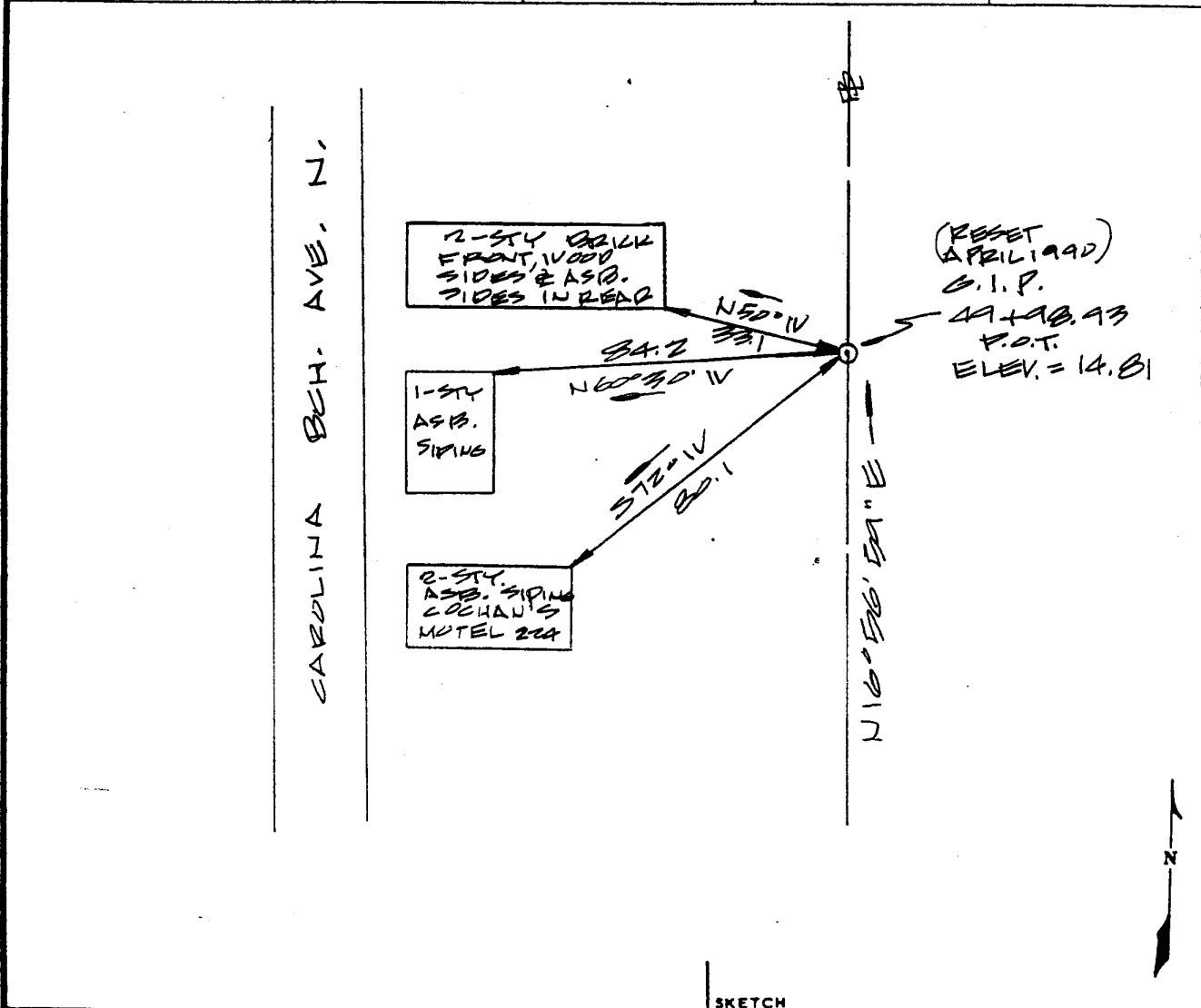
4-13-90

COUNTRY U.S.A.	TYPE OF MARK G.I.P.	STATION 40+03.18 P.O.T.	
LOCALITY	STAMPING ON MARK 40+00 1990	AGENCY (CAST IN MARKS)	ELEVATION 13.07 (FT) (M)
LATITUDE	LONGITUDE	DATUM NAD 1927	DATUM MSL 1929
(NORTHING)(EASTING) (FT) 104912.500 (M)	(EASTING)(NORTHING) (FT) 2335670.444 (M)	GRID AND ZONE	ESTABLISHED BY (AGENCY)
(NORTHING)(EASTING) (FT) 104939.314 (M)	(EASTING)(NORTHING) (FT) 2335750.777 (M)	GRID AND ZONE	DATE ORDER
TO OBTAIN		TO THE GEODETIC AZIMUTH	
TO OBTAIN		TO THE GEODETIC AZIMUTH	
OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)

SKETCH

DA FORM 1959 REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE. **DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION**
 For use of this form, see TM 5-237; the proponent agency is TRADOC.
 RECOVERED BY: TOM JEFFERS, WILLIAM W. BLANCHARD, INC.

COUNTRY U.S.A.		TYPE OF MARK C.I.P.		STATION 49+98.93 P.O.T.	
LOCALITY CAROLINA BCH.		STAMPING ON MARK 90+00 1990		AGENCY (CAST IN MARKS)	
LATITUDE		LONGITUDE		ELEVATION 14.81 (FT) (M)	
(NORTHING)(EASTING) (FT) 109810.819 (M)		(EASTING)(NORTHING) (FT) 2336009.590 (M)		DATUM NAD 1927	
(NORTHING)(EASTING) (FT) 105877.639 (M)		(EASTING)(NORTHING) (FT) 2336083.890 (M)		ESTABLISHED BY (AGENCY) MSL 1929	
TO OBTAIN		GRID AZIMUTH, ADD		TO THE GEODETIC AZIMUTH	
TO OBTAIN		GRID AZ. (ADD)(SUB.)		TO THE GEODETIC AZIMUTH	
OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)	



DA FORM 1959 REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION

For use of this form, see TM 5-237; the proponent agency is TRADOC.

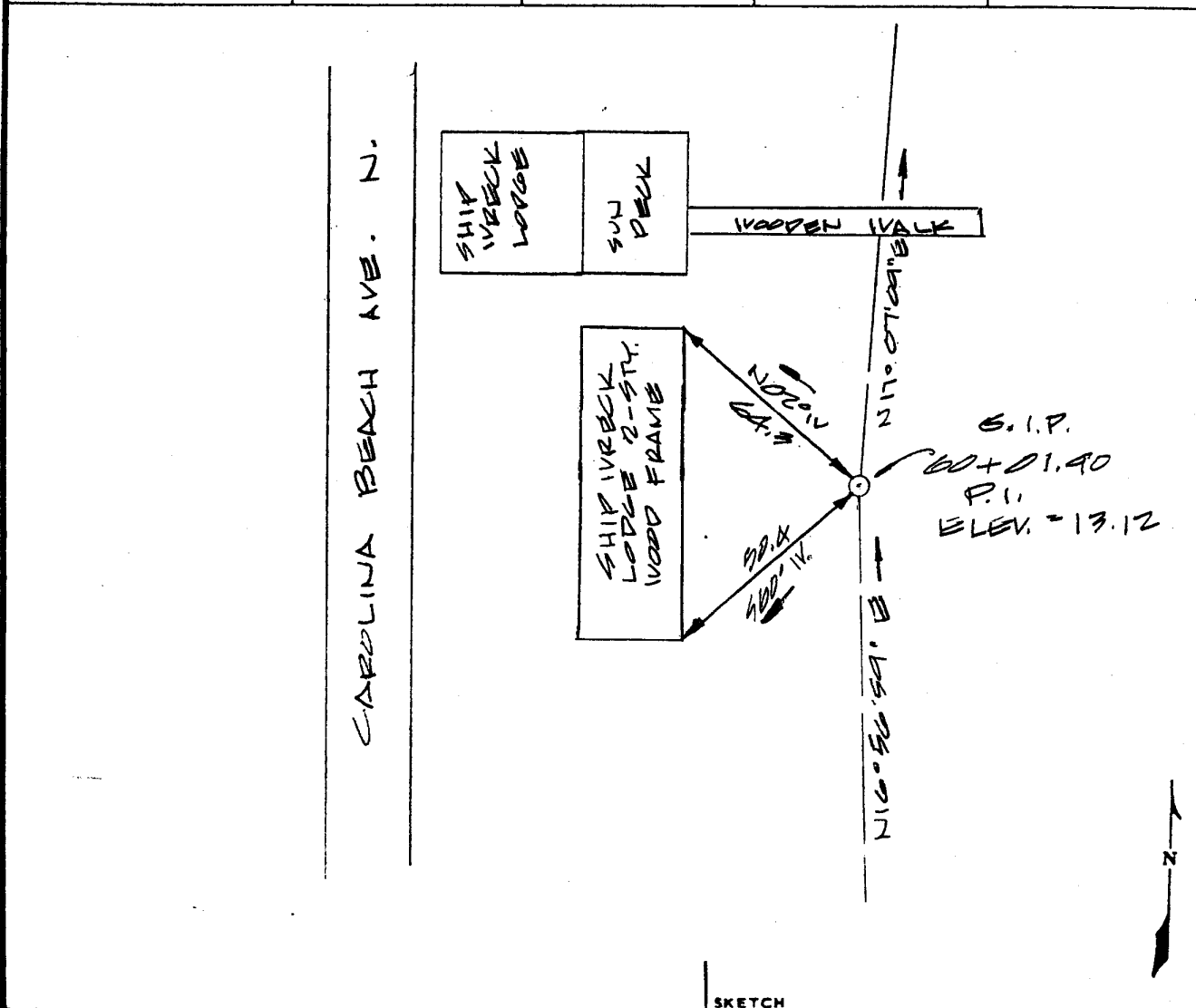
RECOVERED BY: TOM LEEFFELS, WILLIAM W. BLANCHARD, INC.

A-18-90

COUNTRY U.S.A.	TYPE OF MARK G.I.P.	STATION 60+01.90 P.I.	
LOCALITY CAROLINA BECH	STAMPING ON MARK 60+01.90 CE	AGENCY (CAST IN MARKS)	ELEVATION 13.12 (FT) (M)
LATITUDE	LONGITUDE	DATUM NAD 1927	DATUM MSL 1929
(NORTHING)(EASTING) (FT) 106770.264 (M)	(EASTING)(NORTHING) (FT) 2336245.960 (M)	GRID AND ZONE	ESTABLISHED BY (AGENCY)
(NORTHING)(EASTING) (FT) 106837.103 (M)	(EASTING)(NORTHING) (FT) 2336776.296 (M)	GRID AND ZONE	DATE ORDER

TO OBTAIN GRID AZIMUTH, ADD TO THE GEODETIC AZIMUTH
TO OBTAIN GRID AZ. (ADD)(SUB.) TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)



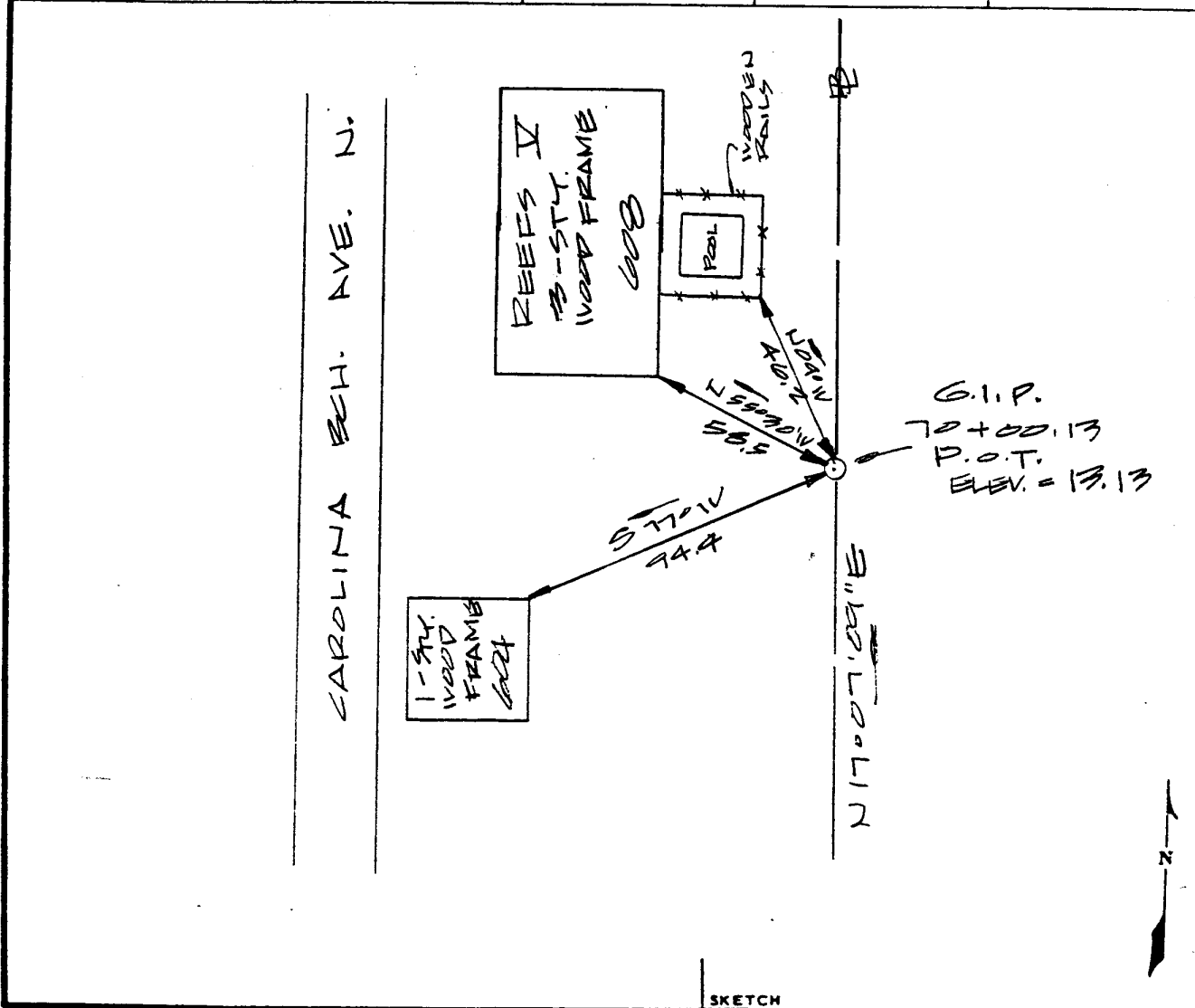
DA FORM 1959 REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE. DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION For use of this form, see TM 5-237; the proponent agency is TRADOC.

RECOVERED BY: TOM JEFFERS WILLIAM W. RICHARD, INC. 4-18-90

COUNTRY U.S.A.	TYPE OF MARK G.I.P.	STATION 70+00.13 P.O.T.	
LOCALITY CAROLINA B.H.	STAMPING ON MARK 70+00.13 CE	AGENCY (CAST IN MARKS)	ELEVATION 13.13 (FT) (M)
LATITUDE	LONGITUDE	DATUM NAD. 1927	DATUM MSL 1929
(NORTHING)(EASTING) (FT) 107724.357 (M)	(EASTING)(NORTHING) (FT) 2336989.866 (M)	GRID AND ZONE	ESTABLISHED BY (AGENCY)
(NORTHING)(EASTING) (FT) 107791.212 (M)	(EASTING)(NORTHING) (FT) 2336670.158 (M)	GRID AND ZONE	DATE ORDER

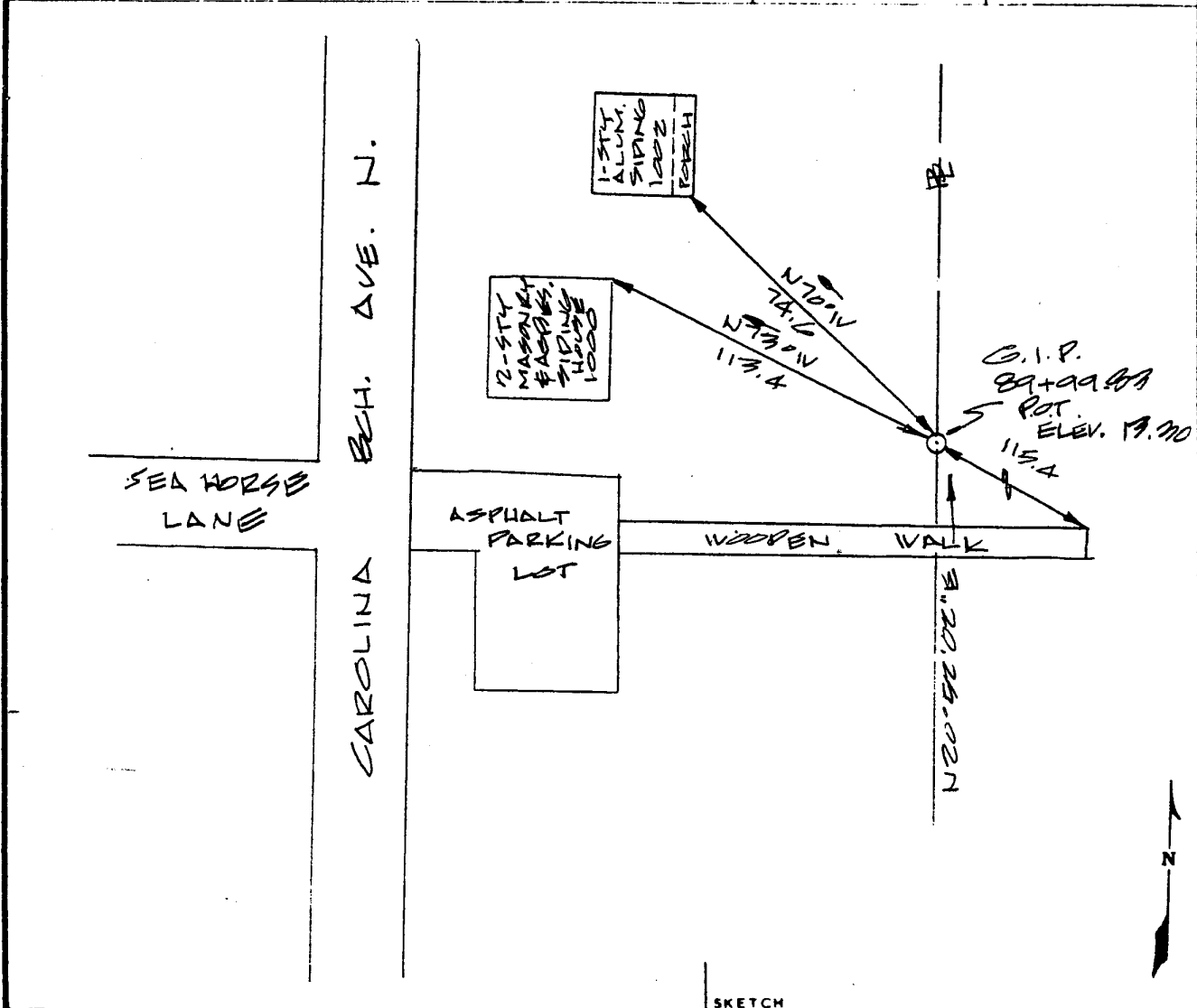
TO OBTAIN	GRID AZIMUTH, ADD	TO THE GEODETIC AZIMUTH
TO OBTAIN	GRID AZ. (ADD)(SUB.)	TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)



COUNTRY U.S.A.	TYPE OF MARK G.I.P.	STATION 89+99.83 P.O.T.
LOCALITY CAROLINA BCH.	STAMPING ON MARK 89+99.83 1984	AGENCY (CAST IN MARKS)
LATITUDE	LONGITUDE	ELEVATION 13.30 (FT) (M)
(NORTHING)(EASTING) (FT) 109600.000 (M)	(EASTING)(NORTHING) (FT) 2337281.000 (M)	DATUM NAD 1927
(NORTHING)(EASTING) (FT) 109666.964 (M)	(EASTING)(NORTHING) (FT) 2337362.154 (M)	ESTABLISHED BY (AGENCY)
TO OBTAIN		DATE
TO OBTAIN		ORDER

TO OBTAIN		GRID AZIMUTH, ADD		TO THE GEODETIC AZIMUTH	
TO OBTAIN		GRID AZ. (ADD)(SUB)		TO THE GEODETIC AZIMUTH	
OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)	

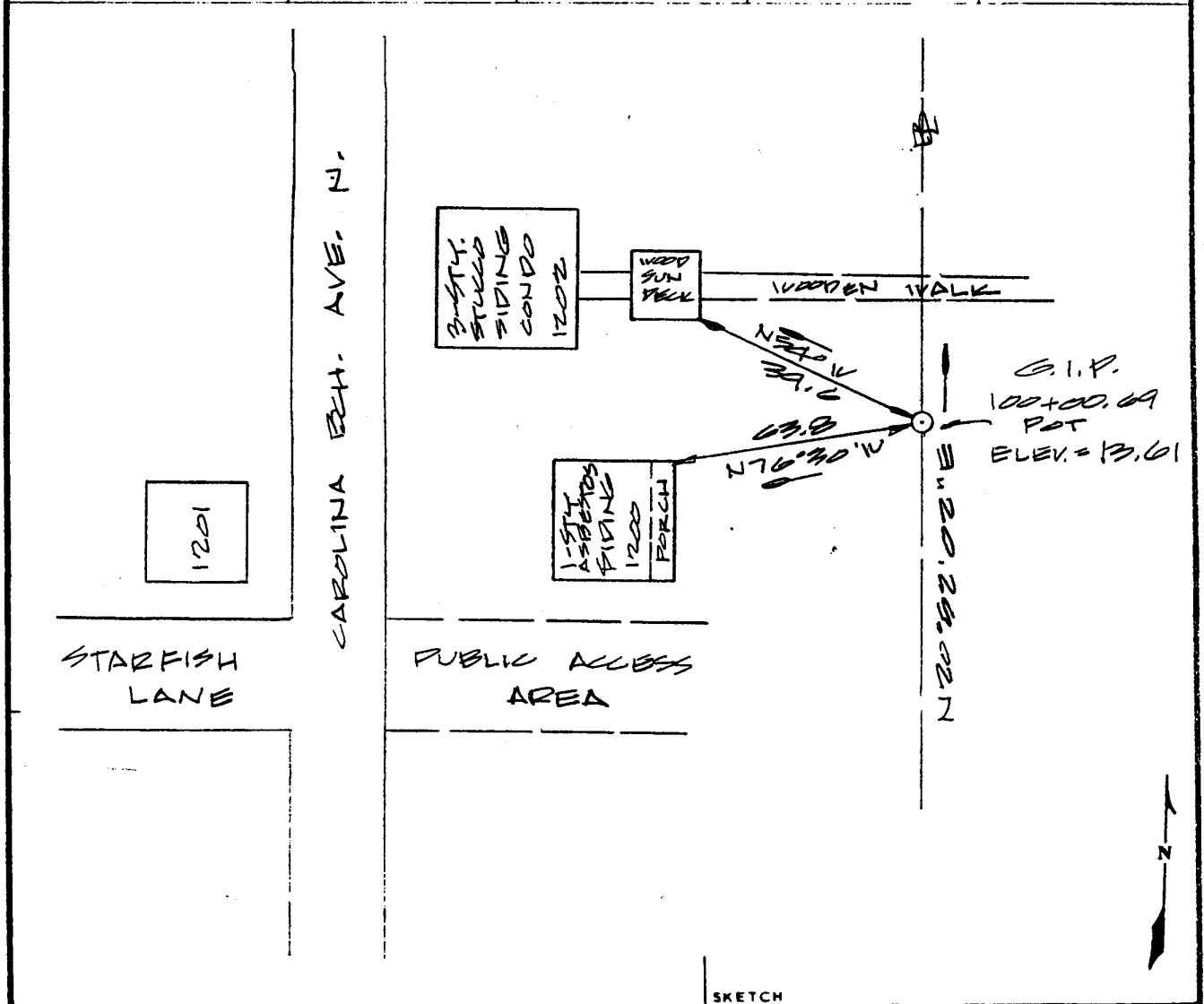


DA FORM 1959 REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE. DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION For use of this form, see TM 5-237; the proponent agency is TRADOC.

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4-10-7

COUNTRY U.S.A.		TYPE OF MARK G.I.P.		STATION 100+00.69 P.O.T.	
LOCALITY CAROLINA BEH.		STAMPING ON MARK 100+00 CODE 1928		AGENCY (CAST IN MARKS)	
LATITUDE		LONGITUDE		ELEVATION 13.61 (FT) (M)	
(NORTHING)(EASTING) (FT) 110535.310 (M)		(EASTING)(NORTHING) (FT) 2337678.373 (M)		DATUM WAD 1927	
(NORTHING)(EASTING) (FT) 2337718.709 (M)		(EASTING)(NORTHING) (FT) 110602.278 (M)		ESTABLISHED BY (AGENCY)	
TO OBTAIN		GRID AZIMUTH, ADD		TO THE GEODETIC AZIMUTH	
TO OBTAIN		GRID AZ. (ADD)(SUB)		TO THE GEODETIC AZIMUTH	
OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)	



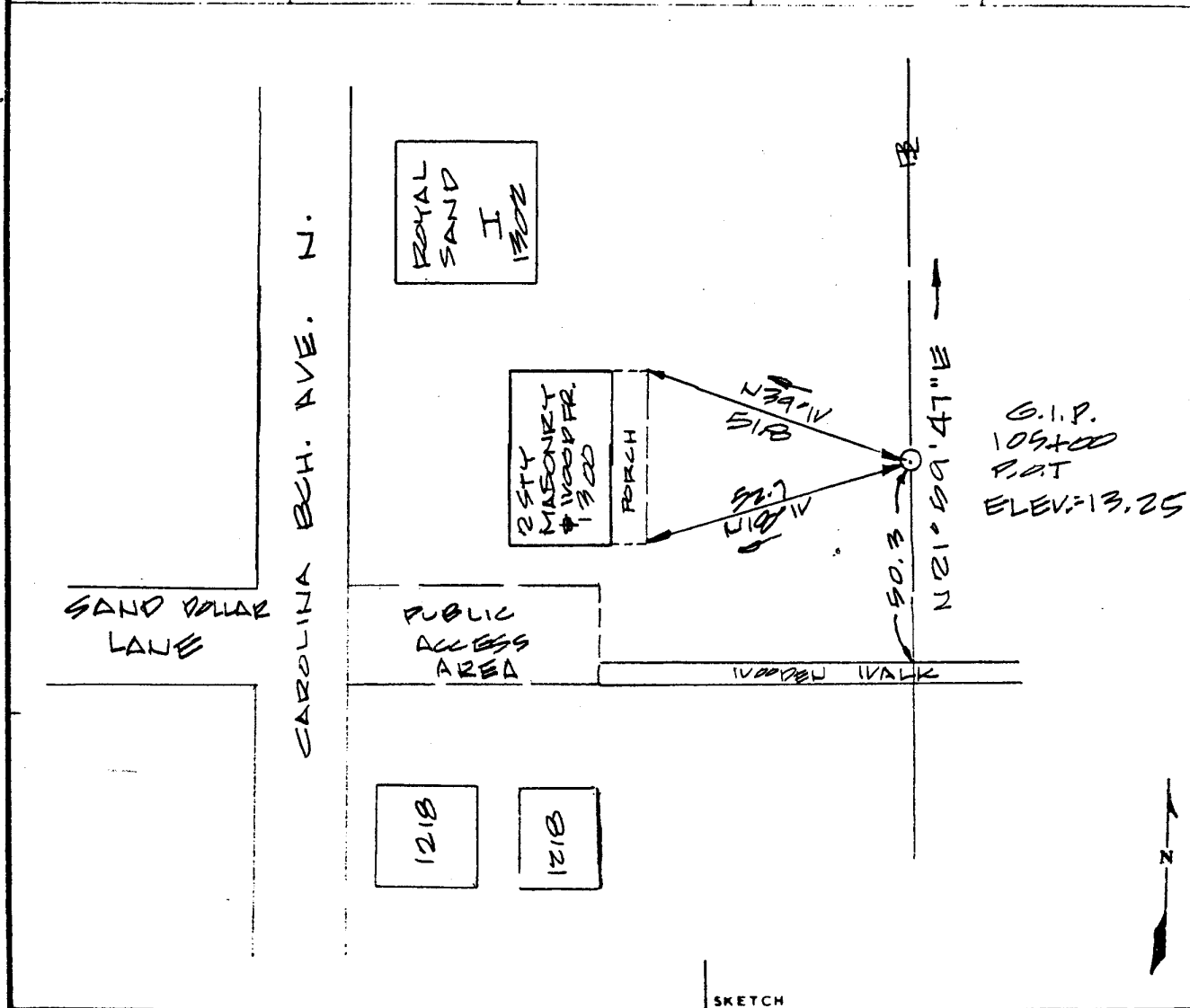
DA FORM 1959 REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE. DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION For use of this form, see TM 5-237; the proponent agency is TRADOC.

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413-40

COUNTRY U.S.A.		TYPE OF MARK G.I.P.		STATION 109+00 P.O.T.	
LOCALITY CAROLINA BCH.		STAMPING ON MARK 109+00		AGENCY (CAST IN MARKS)	
LATITUDE		LONGITUDE		DATUM MSL 1929	
(NORTHING)(EASTING)	(FT)	(EASTING)(NORTHING)	(FT)	GRID AND ZONE	
(NORTHING)(EASTING)	(FT)	(EASTING)(NORTHING)	(FT)	GRID AND ZONE	
111065.243	(M)	233 7905.720	(M)	DATE ORDER	

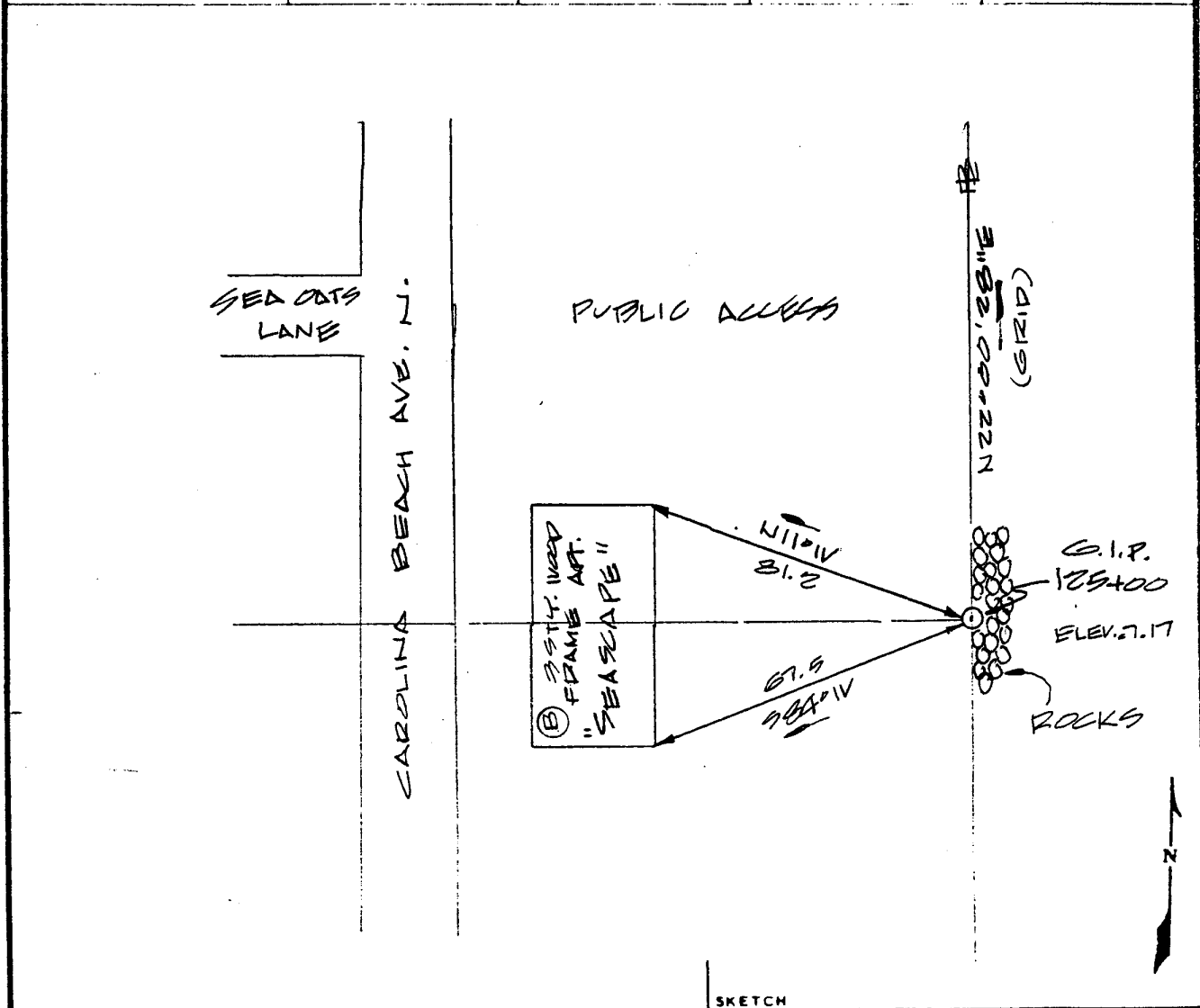
TO OBTAIN		GRID AZIMUTH, ADD		TO THE GEODETIC AZIMUTH	
TO OBTAIN		GRID AZ (ADD)(SUB.)		TO THE GEODETIC AZIMUTH	
OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)	



DA FORM 1959 REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE. DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION For use of this form, see TM 5-237; the proponent agency is TRADOC.

RECOVERED BY TOM JEFFERS, WILLIAM W. BLANCHARD, INC. 4-18-90

COUNTRY U.S.A.	TYPE OF MARK G.I.P.	STATION 125400.00		
LOCALITY CAROLINA BECH.	STAMPING ON MARK 125400	AGENCY (CAST IN MARKS)	ELEVATION 7.17 (FT)	(M)
LATITUDE	LONGITUDE	DATUM NAD - 1927	DATE	
(NORTHING)(EASTING) 112859.030 (FT)	(EASTING)(NORTHING) 2338574.652 (FT)	GRID AND ZONE	ESTABLISHED BY (AGENCY)	
(NORTHING)(EASTING) 2338654.990 (FT)	(EASTING)(NORTHING) 112919.975 (FT)	GRID AND ZONE	DATE	
TO OBTAIN		GRID AZIMUTH, ADD	TO THE GEODETIC AZIMUTH	
TO OBTAIN		GRID AZ. (ADD)(SUB.)	TO THE GEODETIC AZIMUTH	
OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)



DA FORM 1959

REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE.

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION

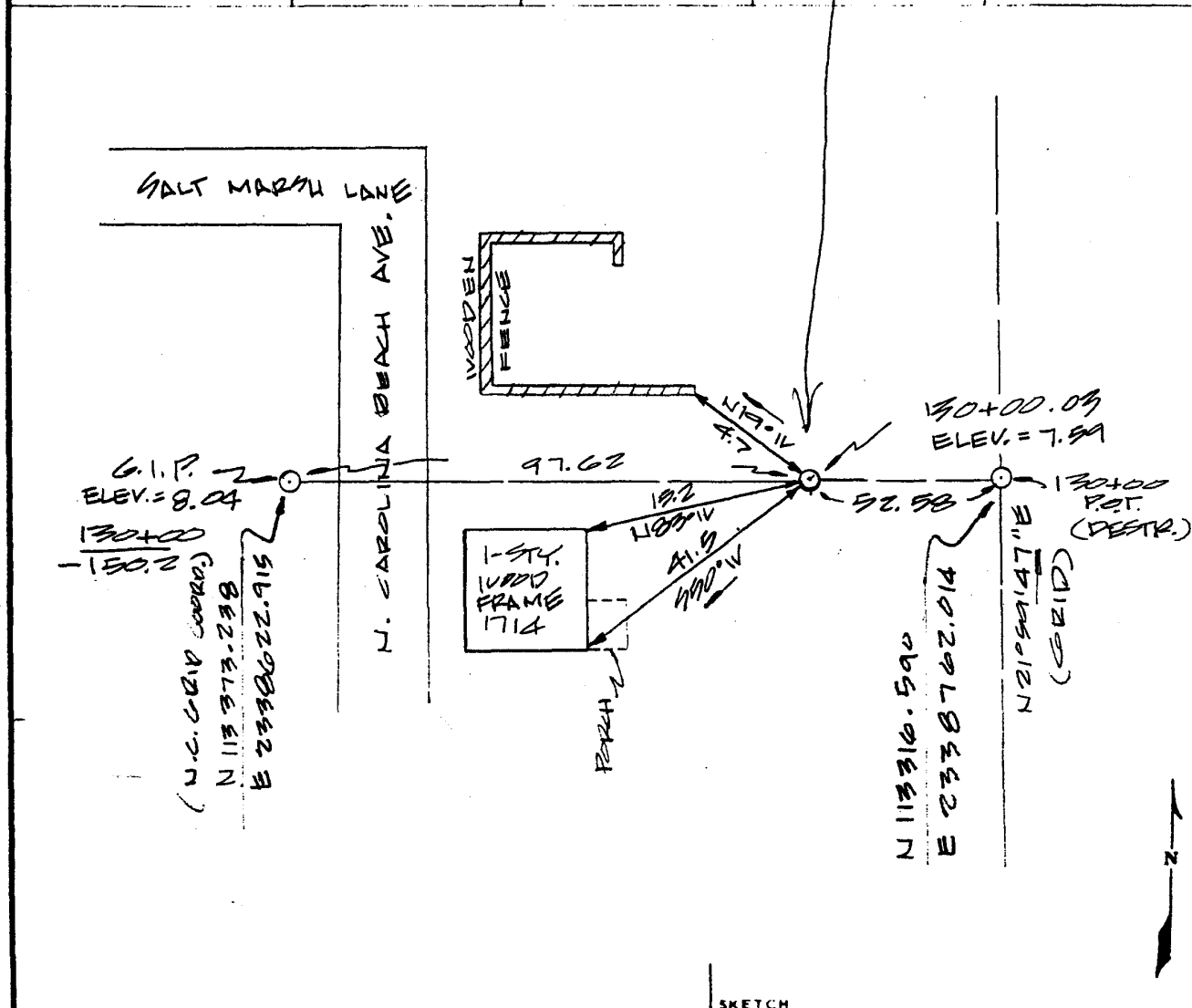
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4-18-70

COUNTRY U. S. A.	TYPE OF MARK	STATION P.O.T. 130+00.03 (DESTR)
LOCALITY CAROLINA Bch.	STAMPING ON MARK U.S. ARMY CORPS OF ENGINEERS 9/2/30	AGENCY (CAST IN MARKS)
LATITUDE	LONGITUDE	DATUM MSL 1929
(NORTHING)(EASTING) (FT) (M)	(EASTING)(NORTHING) (FT) (M)	GRID AND ZONE
(NORTHING)(EASTING) (FT) (M)	(EASTING)(NORTHING) (FT) (M)	GRID AND ZONE
2338842.352	113383.536	
TO OBTAIN	TO OBTAIN	TO THE GEODETIC AZIMUTH
TO OBTAIN	TO OBTAIN	TO THE GEODETIC AZIMUTH

OBJECT	AZIMUTH OR DIRECTION (GEODETIC)(GRID) (MAGNETIC)	BACK AZIMUTH	GEOD. DISTANCE (METERS) (FEET)	GRID DISTANCE (METERS) (FEET)



DA FORM 1959 REPLACES DA FORMS 1959 AND 1960, 1 FEB 57, WHICH ARE OBSOLETE

DESCRIPTION OR RECOVERY OF HORIZONTAL CONTROL STATION

For use of this form, see TM 5-237; the proponent agency is TRADOC.

RECOVERED BY: TDM JEFFERS 4-10-70

WILLIAM W. BLANCHARD, INC.